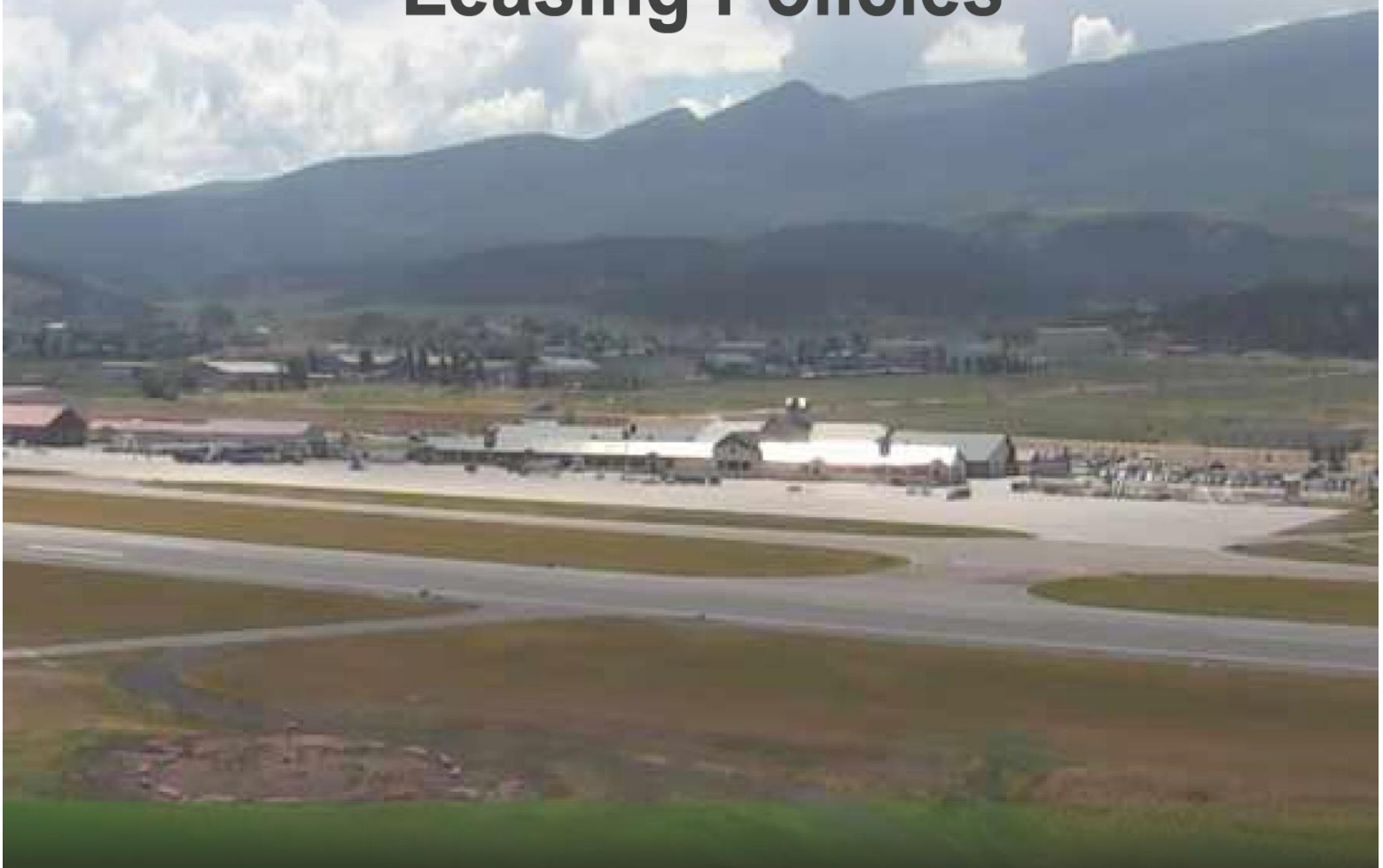




EAGLE COUNTY
Regional Airport

Eagle County Regional Airport Minimum Standards and Leasing Policies



**Eagle County Regional Airport
Minimum Standards and Leasing Policies**

August 2015

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SECTION A. – INTRODUCTION

I. Authority

- a. These Eagle County Regional Airport Minimum Standards (“the Minimum Standards”) are promulgated under the authority of Colorado Revised Statutes Section 41-4-102 and Section 41-4-106, which grant Eagle County (“County”), through its Board of County Commissioners (“BOCC”), the power to regulate the use of the Eagle County Regional Airport (“Airport”). The Minimum Standards also are adopted pursuant to the County’s authority as the owner, operator, and proprietor of the Airport. All leases, licenses, permits and other Agreements authorizing the use of Airport property and facilities shall require compliance with the Minimum Standards.
- b. In addition to the Minimum Standards, all persons on the Airport are subject to all applicable provisions of federal law, laws of the State of Colorado, the Eagle County Code, the Airport Rules and Regulations, and the Town of Gypsum Municipal Code.
- c. The privilege of using the Airport and any and all of its facilities shall be conditioned on the assumption of full responsibility and risk by the user thereof. The County reserves the right to claim immunity from liability in connection with its operation of the Airport and to assert any other defense available, including without limitation immunity or defenses pursuant to the Colorado Governmental Immunity Act, Colorado Revised Statutes Section 24.10.101 *et seq.*, as the same may be amended from time to time.
- d. References and citations in the Minimum Standards to ordinances, laws, regulations, policies, standards and guidelines promulgated by Eagle County, the State of Colorado, the United States, and public and private bodies include any amendments as may be adopted after the County’s adoption of the Minimum Standards.
- e. The Minimum Standards cancel and supersede all previous minimum standards governing use of the Airport.
- f. The invalidation of any specific minimum standards shall not affect the validity of the remainder of the Minimum Standards.
- g. Except as prescribed herein or pursuant to an Agreement, the standards and requirements of the Minimum Standards are minimums and may be exceeded.

II. Purposes

- a. In establishing the Minimum Standards, the County’s goals are:
 1. To encourage growth and development of the Airport by ensuring a minimum level of aeronautical services and facilities for Airport users.
 2. To promote safety in all Airport activities.
 3. To maintain a higher quality of service for Airport users.
 4. To protect Airport users from unlicensed and unauthorized products and services.
 5. To enhance the availability of service for all Airport users.

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6. To provide a clear and objective distinction between service providers that will provide a satisfactory level of service and those that will not.
- b. The County recognizes the jurisdiction of the federal government, delegated to the Federal Aviation Administration, concerning the licensing and regulation of pilots, Air Carriers and aircraft; and concerning the navigable airspace. Nothing herein is intended to assert jurisdiction by the County over matters under the exclusive jurisdiction of the federal government, and the provisions hereof shall be interpreted consistent with this purpose.

III. Applicability

a. General.

1. All Commercial Aeronautical Activities conducted on the Airport must be authorized in a Lease or other written Agreement approved by the Board of County Commissioners or the Eagle County Air Terminal Corporation ("ECAT") Board, as appropriate, and shall be performed in accordance with the Eagle County Regional Airport Minimum Standards and the Airport Rules and Regulations.

b. Covered Entities and Activities. The Minimum Standards shall apply to the following:

1. Any Entity proposing to conduct a Commercial Aeronautical Activity at the Airport, including Fixed Base Operators (FBOs) and Specialized Aviation Service Operators (SASOs).
2. The County, in any instance in which the County is conducting a Commercial Aeronautical Activity at the Airport.

c. Non-Covered Entities and Activities.

1. The Minimum Standards shall not apply to the following Entities:

- i. Air Carriers, with respect to the conduct of scheduled passenger operations at the Airport.
- ii. Scheduled or Non-scheduled Air Carriers companies providing service to and from the Airport, but not based at the Airport.
- iii. An Air Taxi/Charter operator accessing the Airport for the limited purpose of picking up or dropping off passengers in an aircraft that is not based at the Airport.
- iv. A flight instructor accessing the Airport for the limited purpose of picking up or dropping off a student pilot or conducting flight training in an aircraft that is not based at the Airport.
- v. An aircraft manufacturer providing parts and services at the specific request of an aircraft owner or operator pursuant to a "rapid response" or similar program.
- vi. The High-Altitude Army National Guard Aviation Training Site ("HAATS") located on the Airport.
- vii. Flying Clubs, to the extent that they are exempt from the Minimum Standards as outlined in the Airport Rules and Regulations.

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2. Notwithstanding the foregoing, to the extent that any Entity otherwise exempted from the Minimum Standards provides ground handling services, the General Standards outlined at Section C of these Minimum Standards shall apply to those services.
3. The Minimum Standards shall not apply to the following activities:
 - i. Non-commercial Aeronautical Activities, including, without limitation, private hangar storage and co-ops.
 - ii. Self-servicing and Self-fueling by a Tenant to the extent permitted by the Airport Rules and Regulations; however, per FAA policy, co-ops shall not have the right to self-fuel.
- d. The provisions of these Minimum Standards shall apply to any new Lease, License, or Agreement executed after the adoption of this update to the Minimum Standards and to any material amendment to an Agreement authorizing a Commercial Aeronautical Activity at the Airport.

IV. Prohibited Activities

- a. Through-the-Fence Operations. These Minimum Standards expressly forbid all Through-the-Fence ("TTF") operations. The County's obligation to make the Airport available for the use and benefit of the public does not extend to providing access from adjacent property. Such TTF operations can adversely affect the ability of the Airport to sustain itself financially, result in unfair competitive situations, and contribute to loss of control with respect to Airport access.
- b. Cross-Ownership. Consistent with the County's obligation to avoid granting exclusive rights, no person or entity may hold or control, directly or indirectly, any ownership, voting, management or debt interests (actual or contingent) in more than one on-Airport commercial service provider, absent written authorization by the Aviation Director.

V. Waivers and Variances

- a. Waivers.
 1. The County may issue a permanent Waiver for all or any portion of the Minimum Standards for the benefit of any government or government agency providing public or emergency services, including, for example, and without limitation: law enforcement, disaster relief, search and rescue, fire prevention and firefighting.
 2. The County may approve a temporary Waiver of the Minimum Standards upon finding that each of the following conditions is satisfied:
 - i. The Commercial Aeronautical Operator seeking the Waiver will be the only operator on the Airport to provide a specific product, service, or facility as of the effective date of the Lease or License.
 - ii. The Commercial Aeronautical Operator has agreed to come into full compliance with the Minimum Standards within a prescribed schedule.
 - iii. The schedule is enforceable by the County.

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- iv. The temporary Waiver is needed to alleviate the financial burden of initiating a new Commercial Aeronautical Activity at the Airport.
 - v. The County finds that the temporary Waiver will not materially interfere with the Commercial Aeronautical Operator's ability to provide high quality products, services and facilities to Airport users.
3. In extraordinary circumstances, in order to further the Purposes outlined in Section A.II, the Aviation Director, in his or her sole discretion, may also grant a permanent Waiver for any portion of the Minimum Standards.
- b. Variances. The County may approve a temporary Variance of the Minimum Standards upon finding that each of the following conditions is satisfied:
1. A special condition or unique circumstance exists that makes the application of the Minimum Standards unduly burdensome.
 2. The temporary Variance is narrowly tailored to address the special condition or unique circumstance.
 3. The Commercial Aeronautical Operator has agreed to come into full compliance with the Minimum Standards within a prescribed schedule.
 4. The schedule is enforceable by the County.
 5. The temporary Variance will not create an unfair competitive relationship among commercial aeronautical operators at the Airport.
 6. The County finds that the temporary Variance will not materially interfere with the Commercial Aeronautical Operator's ability to provide high quality products, services and facilities to Airport users.
- c. Any temporary Waiver or temporary Variance approved by the County hereunder shall apply only to the specific Commercial Aeronautical Operator and the specific circumstance and shall not serve to amend, modify, or alter the Minimum Standards.

VI. Additive Standards and Conflicts

- a. Unless authorized in writing by the Aviation Director or otherwise provided herein, Commercial Aeronautical Operators must meet every minimum standard for every authorized Commercial Aeronautical Activity.
- b. In the event of conflicting Minimum Standards, the Commercial Aeronautical Operator will be required to satisfy the higher or more demanding standard. In the event of a conflict between the Lease, License or Agreement and the Minimum Standards, the terms of the Lease, License or Agreement shall apply.
- c. The County may permit a SASO conducting multiple Commercial Aeronautical Activities to satisfy a Minimum Standard that is less than the sum of the standards for each Commercial Aeronautical Activity, if the County finds that each of the following conditions is satisfied:

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1. The off-set will not affect the Commercial Aeronautical Operator's ability to provide high quality products, services and facilities to Airport users in keeping with the policies hereof.
2. The off-set will not create an unfair competitive relationship among Commercial Aeronautical Operators at the Airport. An off-set granted pursuant to this provision shall not constitute a temporary Waiver or temporary Variance as provided in Section A (IV).

VII. Administration

- a. The Aviation Director has primary responsibility for the interpretation and application of the Minimum Standards and is authorized to issue citations, directives, adequacy determinations, and interpretive guidance in conformity with the Minimum Standards.
- b. An Entity may request an advisory opinion from the Aviation Director as to the application of these Minimum Standards to such Entity. Any person may seek reconsideration of the Aviation Director's advisory opinion through the procedures outlined at Section J (III) (b) of the Rules and Regulations.
- c. The Minimum Standards shall be made available upon request in electronic or hard copy format.
- d. The County Attorney and Aviation Director are authorized to assist in the application and implementation of the Minimum Standards, principally through communications with Commercial Aeronautical Operators on the content and proper interpretation of the Minimum Standards.

VIII. Reservation of Rights

- a. The grant of permission by the County to conduct Commercial Aeronautical Activities at the Airport shall not be construed as granting any exclusive right of use of the premises and facilities at the Airport, other than those premises which may be leased exclusively to a Commercial Aeronautical Operator, and then only to the extent provided in the relevant Lease or License.
- b. The County reserves and retains the right to conduct Commercial Aeronautical Activities at the Airport either in competition with other Entities or by exercising a proprietary exclusive right as authorized by FAA in the *FAA Airport Compliance Manual* (FAA Order 5190.6B, as amended if amended).
- c. The County reserves and retains the right for use of the Airport by others who may desire to use the same, pursuant to applicable federal, state and local laws, ordinances, codes, minimum standards and other regulatory measures pertaining to such use.
- d. The County further reserves the right to designate the specific Airport areas in which specific Aeronautical Activities may be conducted. Such designation shall give consideration to the nature and extent of the operation and the land and improvements available for such purpose, consistent with the orderly and safe operation of the Airport.

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SECTION B. – APPLICATION

This section shall not apply to the County.

I. Application

- a. Statement of Interest. An Entity seeking to conduct a Commercial Aeronautical Activity at the Airport must first submit a Statement of Interest to the Aviation Director. There is no required form for a Statement of Interest. However, the Statement should address the following:
 1. General overview and scope of the proposed Commercial Aeronautical Activity(ies), including the general area in which the proposed Activity(ies) shall occur.
 2. Contact information, including the name, mailing address, email address and telephone number of the applicant.
- b. Procurement. Upon receipt of a Statement of Interest, or on its own initiative, the County may issue a request for qualifications or proposals or otherwise select a Commercial Aeronautical Operator through a competitive solicitation. In such event:
 1. The County shall issue a Request for Qualifications or a Request for Proposals in a manner consistent with then-applicable County and Federal procurement requirements to determine whether any other entity is interested and qualified to perform the same or similar Commercial Aeronautical Service.
 2. The County shall accept responses for a reasonable time period so as not to unreasonably delay consideration of the first application.
- c. Written Application. If the County elects to conduct a procurement process, it will request a written application from interested parties. If the County does not conduct a procurement process, it will request a written application from the Entity that filed the Statement of Interest. The written application shall be in the form prescribed by the Aviation Director, or, in the absence of a form, shall include the following information and any such additional information as may be requested by the Aviation Director.
 1. Scope of Services.
 - i. The name, mailing address, email address and telephone number of the applicant. If the applicant is a corporation, provide the name, address, and telephone number of the corporation's officers and directors and of owners of any corporate stock with the number of total shares and the number of shares owned. If the applicant is a partnership, provide the name, address, and telephone number of the partners.
 - ii. If any person or entity holding or controlling, directly or indirectly, any ownership, voting, management or debt interests (actual or contingent) ("cross-ownership") in any on-Airport commercial service provider (aeronautical or non-aeronautical) is involved in the ownership or management of the potential operator, provide complete information about the extent and nature of such cross-ownership.
 - iii. The requested or proposed date for commencement of the service and the term of conducting the same and the proposed structure and amounts of rent and/or revenue to the County.

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- iv. A comprehensive listing of all services proposed to be offered on or from the Airport and the proposed schedule of fees and charges therefor.
 - v. A map, to scale, of the amount, configuration, and location of the land requested or desired to be constructed or leased.
 - vi. The size and position of the building(s) to be constructed or leased and the proposed design and terms for the construction of any additional space and the ownership, leasing or sub-leasing thereof. An identification of any necessary or desirable capital improvements to be constructed in conjunction with the operation and applicant's proposal for financing the same.
 - vii. The number, type(s) and basing of aircraft to be provided/maintained (as applicable) and/or a detailed description of all equipment and facilities.
 - viii. The number of persons to be employed (including the qualifications and certifications of each person); whether employees will be Airport-based (full-time, part-time and seasonal) or transient; and the certifications required, if any, for each Person to provide a proposed Commercial Aeronautical Activity.
 - ix. The hours of the proposed operation.
 - x. The types and limits of insurance coverage to be maintained.
 - xi. Identification of any and all bankruptcies relating to the applicant and the applicant's principals.
 - xii. Disclosure of any and all documented violations by the applicant and/or the applicant's principals of FAA regulations.
 - xiii. A preliminary safety and emergency response plan for the proposed Commercial Aeronautical Activities.
2. Financial and Managerial Responsibility and Capability.
- i. Prior Performance. Relevant information regarding the applicant's past experience and its key employees in providing the proposed aviation services, together with a statement that the applicant or its principals have the financial and managerial ability to perform the selected services. Where relevant, applicants shall provide audited financial statements for the past three (3) years. If unaudited, the statements must be signed by a corporate officer attesting to the financial statements' accuracy. The most recent unaudited quarterly statement must also be included.
 - ii. Projected Performance. The applicant must demonstrate financial capability to initiate operations, to construct proposed improvements, and to provide working capital to carry on the contemplated operations. The demonstration of financial and managerial capability shall include a cash flow and a profit and loss projection for the first five years of the proposed operation. (In order to avoid the potential anti-competitive effects of financial control of potential competitors, prospective operators shall also disclose their sources and terms of financing.)

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II. Action on Written Application

- a. Grounds for Denial. In its sole discretion, the County reserves the right to deny an application upon finding any of the following:
1. The Commercial Aeronautical Activity proposed by the applicant would not meet the Minimum Standards prescribed herein.
 2. The County has determined, upon examination of the applicant's business plan, financial plan, and credit report that the applicant is unlikely to be able to continue to meet the Minimum Standards prescribed herein throughout the term of a Lease or License, including the payment of rates and charges.
 3. The Entity applying or interested in the business cannot provide a performance bond or applicable insurance in the amounts and types required by the Airport for that Commercial Aeronautical Activity; or
 4. The applicant has, either intentionally or unintentionally, supplied the County, or any other Person, with false or misleading information or has failed to make full disclosure in their application or supporting documents.
 5. There is no suitable space on the Airport to accommodate the proposed Commercial Aeronautical Activity without requiring the reduction in space leased to another Commercial Aeronautical Operator; or the development or use of the area requested by the applicant will result in a congestion of Aircraft or Buildings or will result in unduly interfering with the operations of any present Commercial Aeronautical Operator on the Airport.
 6. The proposed Commercial Aeronautical Activity is inconsistent with the Airport Layout Plan or the current Master Plan.
 7. The FAA has determined that any proposed development would constitute an obstruction or hazard to air navigation.
 8. The proposed Commercial Aeronautical Activity would require the County to spend funds or to supply resources and such funds are not available or budgeted, or the operation will result in a financial loss to the Airport;
 9. The applicant, an immediate family member of the applicant, a principal of the applicant, or an entity of which a principal of the applicant was a principal, meets one or more of the following descriptions:
 - i. Was party to a Lease or License with the County that was terminated for cause.
 - ii. Was previously evicted from the Airport.
 - iii. Has been party to vexatious or frivolous litigation, including, without limitation, administrative litigation, against the County concerning Commercial Aeronautical Activities at the Airport.

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- iv. Has been debarred or evicted from another public-use airport at which the applicant conducted a Commercial Aeronautical Activity; provided, however, that the County nevertheless may approve the application upon examination of the facts and circumstances surrounding the debarment or eviction.
10. Denial of the application is otherwise in the best interest of the County.
- b. Appeals Process. The denial of an application hereunder may be appealed through the procedures outlined at Section J (III) (b) of the Rules and Regulations.
 - c. Notification of Changes. Applicants must provide the Airport with any information reflecting a material change in the information submitted in an application. This information includes, for example, and without limitation: (i) a change in ownership of the Entity, (ii) the filing of a petition in bankruptcy, (iii) addition or subtraction of principals, (iv) any felony or misdemeanor convictions that would result in loss of airport identification media, and (v) any federal fines imposed on the Commercial Aeronautical Operator.

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SECTION C. – GENERAL REQUIREMENTS

The following performance standards apply to all Commercial Aeronautical Operators and Commercial Aeronautical Activities. Additional standards specific to FBOs and SASOs can be found in Sections D (FBOs) and E (SASOs) of these Minimum Standards.

I. Collateral Requirement

- a. Commercial Aeronautical Operators shall post collateral in a form and amount acceptable to the Eagle County Attorney.

II. Capability / Experience

- a. All Entities providing Commercial Aeronautical Services at the Airport shall demonstrate the financial and technical capability to the satisfaction of the Aviation Director.
- b. All Commercial Aeronautical Operators shall demonstrate, to the satisfaction of the Aviation Director, before and throughout the term of the relevant Lease, License or Agreement with the County, the capability of consistently providing the required products, services and facilities and engaging in the required Commercial Aeronautical Activities in a safe, secure manner in service to and to the benefit of the general public.

III. Compliance

- a. Federal, state and local requirements. Commercial Aeronautical Operators must comply with all federal, state and local requirements applicable to their operations, including, but not limited to, the Airport Rules and Regulations and grant assurances applicable to the Airport. Without limiting the foregoing, Commercial Aeronautical Operators must comply with the following specific requirements:
 1. Airport Access and Security. Commercial Aeronautical Operators are to comply with the Airport Security Program; laws, regulations, orders and directives of TSA, as each may be amended; instructions of law enforcement personnel; and the policies, orders and directives of the County in furtherance of the Airport Security Program. Commercial Aeronautical Operators are responsible for their employees', vendors', and agents' compliance with the Airport Security Program.
 2. Safety. Commercial Aeronautical Operators are to comply with federal, state and local law applicable to workplace and aviation safety; and the orders and directives of the Aviation Director in furtherance of any Safety Management System or similar or related program at the Airport designed and intended to enhance safety.
 3. Environmental. Commercial Aeronautical Operators are to comply with all applicable federal, state and local environmental laws; orders and directives of a federal or state agency with requisite jurisdiction over environmental conditions at the Airport; the Airport environmental policies and procedures, including, for example, and without limitation, SPCC Plan, SWMP and spill response plan; and generally accepted industry environmental policies and standards.

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- b. Licenses, Permits, Certifications and Regulations. Commercial Aeronautical Operators shall, at their own cost, obtain, maintain, and comply with all necessary licenses, permits, certifications, or ratings required for the conduct of their activities at the Airport. Upon request, entity shall provide copies of such licenses, permits, certifications, or ratings to the Aviation Director.

IV. Equipment and Vehicles

- a. Commercial Aeronautical Operators must own, lease, or otherwise have access to the equipment to provide the applicable aeronautical services promptly on demand without causing any flight delays or other operational impacts on aircraft at the Airport.
- b. Commercial Aeronautical Operators shall make all reasonable efforts to keep equipment operable, maintained in a safe operating condition, and capable of providing all required products and services at the hours and in a manner consistent with their intended use.
- c. All vehicles operating at the Airport shall comply with recurrent federal training requirements, applicable FAA and TSA transportation requirements, applicable Airport Rules and Regulations governing vehicles and traffic, and applicable requirements in the Eagle County Regional Airport Rules and Regulations for Commercial Ground Transportation.
- d. Each building, vehicle, and piece of mobile or vehicular equipment used on the Airport in conjunction with the Commercial Aeronautical Activity, shall bear the Commercial Aeronautical Operator's identification in the form of a company logo, sign, emblem, or other means to designate to whom the building, vehicle, or equipment belongs or is assigned. Such identification shall be legible on a contrasting background and shall be visibly displayed.

V. Facilities, Maintenance, and Construction

a. Leased Premises

- 1. Commercial Aeronautical Operators shall lease an area of adequate and appropriate size, shape, and location to provide for its activities/services and operations. This includes set-backs around each structure or facility of a minimum of 20 feet on the entrance side of the structure and 10 feet on all three other sides.

b. Maintenance

- 1. All building maintenance on non-County-owned facilities shall be the Commercial Aeronautical Operator's responsibility.
- 2. For County-owned facilities, structural and external repairs (except for windows and hangar doors) shall be the County's responsibility; all other maintenance, including repair of windows and hangar doors, shall be the Commercial Aeronautical Operator's responsibility.
- 3. Commercial Aeronautical Operators shall be responsible for trash removal, sewage, grass mowing, landscape maintenance (including weed removal), utility line maintenance, and pavement maintenance within its Leased Premises, including the set-back areas around structures.
- 4. Commercial Aeronautical Operators shall maintain all premises in a clean, sanitary condition and at the expiration of the lease term shall return said premises to the County in this condition, reasonable wear and tear excepted.

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5. Landscaping of facilities is required. Each FBO or SASO will be required to provide a plan for landscaping its area to be approved by the County and maintained by the FBO or SASO in a neat, clean and aesthetically pleasing manner, all in accordance with the Rules and Regulations for the Airport and the Division 4-2 of the Eagle County Land Use Regulations (Landscaping and Illumination Standards) as amended from time to time.
 6. Each FBO and SASO shall provide for sanitary handling and disposal, away from the Airport, of all trash, waste and other materials, including but not limited to used oil, solvents, lavatory cart contents and other waste.
 7. The piling and storage of crates, boxes, barrels, containers, refuse, and surplus property shall not be permitted.
 8. If painting operations are contemplated, the Operator shall provide a separate paint shop that meets all applicable safety requirements.
 9. Snow Removal
 - i. FBOs and SASOs are responsible for the removal of snow and ice within their Leased Premises.
 - ii. All snow removal activities shall be conducted in adherence with the approved Airport Snow and Ice Control Plan and shall be coordinated with Airport operations personnel.
- c. Construction
1. All paving and building shall comply with any adopted Airport Development and Construction Standards, as may be adopted and amended from time to time.
 2. All construction shall comply with all applicable building codes.

VI. Insurance

a. General Requirements

1. All Entities conducting Aeronautical Activities at the Airport pursuant to a Lease, License or Agreement must maintain insurance policies and coverage limits that are relevant and appropriate to the activities conducted at the Airport. Entities required to maintain insurance include, without limitation, Commercial Aeronautical Operators, including FBOs and SASOs; Flying Clubs; and Entities conducting Self-Fueling in accordance with a Lease, License or Agreement.
 - i. Each Entity shall maintain the required insurance throughout the term of a Lease, License or other Agreement.
 - ii. The applicable insurance coverage shall be in force during the period of any construction of the Commercial Aeronautical Operator's facilities and/or prior to its entry upon the Airport for the conduct of its business.
 - iii. Lapses in insurance coverage may result in denial of access to the Airport.

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- iv. Any Commercial Aeronautical Operator, who by nature of its size, has become self-insured, shall furnish evidence of such self-insurance and shall hold the County and all its personnel, and the officers and agents and assigns harmless in the event of any claims or litigation arising out of its operation on the Airport.
 - v. Eagle County must be named as an additional insured.
2. Subsection (b) below prescribes minimum insurance types and coverage limits for Entities conducting Commercial Aeronautical Activities at the Airport. The precise insurance types and limits required by the County will be prescribed in a Lease, License or other Agreement and may differ from or exceed the requirements of the minimum insurance requirements identified below based upon the circumstances and the risks presented by the proposed Commercial Aeronautical Activity.
 3. In prescribing insurance coverage types and limits, the County is not representing or guaranteeing that the types and limits are adequate to protect the Entity's interests and liabilities. It is understood that the specified amounts of insurance stated herein or in a Lease, License or other Agreement shall in no way limit the liability of an Entity.
 4. The County reserves the right to review insurance requirements during the term of a Lease, License or other Agreement and to make reasonable adjustments to required types of insurance coverage, limits and exclusions when deemed necessary and prudent by the Aviation Director based upon changes in statutory law, court decisions, the claims history of the industry or financial considerations of the insurance company and/or the Entity.
 5. Each Entity required to maintain insurance by operation of these Minimum Standards or any Agreement will provide a Certificate of Insurance listing the County as an additional insured. This obligation shall not apply to any workers' compensation policy.
 6. Each insurance policy, except workers' compensation, shall cover both bodily injury and property damage.
 7. Each policy shall be primary and non-contributory.
 8. Each policy, except a workers' compensation policy, shall insure the defense and indemnity obligations assumed by the Entity under a Lease, License or other Agreement.
 9. It shall be the Entity's responsibility to pay any retention or deductible for the coverages required herein and in a Lease, License or other Agreement.
 10. Insurance shall be secured by a company authorized to conduct business in the State of Colorado.
 11. Insurance policies must include a requirement that a 30-day notice of cancellation, material change or non-renewal will be sent to the Aviation Director.
 12. In requiring Entities to maintain insurance hereunder, the County in no way assumes liability for injury and damage occurring on or in connection with the Airport, and the County reserves the right to claim any defense or immunity available under law.

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b. Minimum Requirements

1. This subsection identifies the minimum insurance coverage types and limits that are required for Entities conducting Aeronautical Activities at the Airport, unless otherwise indicated in Section E for Specialized Aeronautical Service Operators (SASOs).
2. The precise coverage types and limits shall be prescribed in a Lease, License or other Agreement. ***In the event of a conflict between the Lease, License or Agreement and the Minimum Standards, the terms of the Lease, License or Agreement shall apply.*** In the absence of specific insurance standards in the Lease, License or Agreement, or in Section E with regard to SASOs, the provisions in subsection (3) below apply.
 - i. 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.
 - ii. Coverage may be provided through primary or excess policies.
3. Insurance minimums.
 - i. Commercial general liability - no less than \$5,000,000 per occurrence and \$25,000,000 aggregate. However, Entities that are engaged in the fueling of air carriers shall maintain a minimum of \$100,000,000 coverage.
 - ii. Automobile - no less than \$1,500,000 per occurrence and \$5,000,000 aggregate (shall include coverage for all owned, hired and non-owned vehicles).
 - iii. Compliance with the Colorado Statutes with respect to Workmen's Compensation and Unemployment Insurance (where applicable).
4. Entities conducting fueling or deicing operations at the Airport shall maintain pollution liability coverage in an amount commensurate with the level of environmental risk presented by the operation and specified in a Lease, License or Agreement.
5. Entities providing commercial aircraft storage shall maintain hangar-keeper's liability coverage of no less than \$15,000,000 per aircraft and \$25,000,000 per occurrence unless otherwise agreed to by the Aviation Director to reflect the value of the aircraft.
6. Entities operating aircraft at the Airport, whether for commercial or non-commercial use, shall maintain aircraft passenger liability insurance of no less than \$5,000,000 per occurrence and \$500,000 for each passenger seat.

VII. Lease or License Requirement

- a. A Lease or License is a prerequisite to providing any commercial aeronautical service on the Airport.
- b. The failure to remain current in the payment of any and all rents, fees, charges, and other sums due and owing to the County shall be grounds for revocation of an Entity's Lease, License or Agreement with the County for Commercial Aeronautical Activities at the Airport.

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c. General Lease Terms.

1. The Lease or License with the County must recite the terms and conditions under which the Commercial Aeronautical Operator will do 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.
2. Clauses that shall be included in all Leases and Licenses and in any contracts between the Commercial Aeronautical Operator and any subtenants or subcontractors providing Aeronautical Activities on the Airport are set forth in Attachment 1. The provisions contained in Attachment 1 can be amended from time to time by the County without amending these Minimum Standards.
3. Leases and Licenses shall contain all provisions required by the Federal Aviation Administration ("FAA") as a condition of any Federal Grant to the County for the Airport.

d. Term lengths will be determined by the County depending upon such factors as the degree of investment made by the prospective tenant and the remaining value of such improvements at the end of the proposed lease term.

e. Limited Exception Available for Non-Tenant Operators.

1. The County intends for all Commercial Aeronautical Operators to lease space at the Airport in the minimum area prescribed by the Minimum Standards. The purpose of this policy is to ensure that Commercial Aeronautical Operators do not attempt to gain an unfair competitive advantage by operating without the same level of financial investment in the Airport and in their business operation as their competitors.
2. Nevertheless, the County recognizes that there may be limited instances in which a one-time only Commercial Aeronautical Activity may be performed by an Entity that does not lease space at the Airport. Specifically, an Entity may be permitted to provide products and services at the Airport upon demonstrating, to the satisfaction of the County, that no Commercial Aeronautical Operator leasing space at the Airport has the requisite certificate, certified personnel, or access to equipment and parts to provide the product or perform the service. The County may approve a request from an Entity meeting these conditions provided that:
 - i. The Entity enters into an Agreement with the County identifying the Commercial Aeronautical Activity that may be performed and the rates and charges assessed for the privilege of conducting the Commercial Aeronautical Activity;
 - ii. The Agreement specifies that the authorization is for limited duration; and
 - iii. The Entity reasonably satisfies applicable Minimum Standards prescribed herein for the Commercial Aeronautical Activity.

VIII. Notice and Reporting

- a. Commercial Aeronautical Operators must submit to the Aviation Director new, updated or amended FAA certificates and ratings applicable to the operator, its employees or contractors annually when received.

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- b. Upon hiring new employees, all Commercial Aeronautical Operators must file FAA certificates of ratings with the Aviation Director within two weeks of hiring the employee.
- c. Upon any revocation of or change to any certificate or ratings, or any other penalties by FAA against the certificate holder, Commercial Aeronautical Operators must provide written notice to the Aviation Director within two weeks.
- d. Commercial Aeronautical Operators shall provide the Aviation Director with three weeks advance notice of its intention to start up or discontinue a commercial aeronautical service authorized under its Lease, License or Agreement. However, if said start-up or discontinuation is not permitted or authorized under the Lease, License or Agreement, an amendment to the Lease, License or Agreement is required prior to the initiation or discontinuance of said use and a formal procurement process (*i.e.*, a Request for Proposals or a Request for Qualifications) may be required.

IX. Personnel

- a. Commercial Aeronautical Operators must provide high quality customer service by meeting or exceeding Airport customer needs through consistent, responsive, and professional service.
- b. A list of contacts shall be supplied to the Aviation Director including after-hours phone numbers. This list shall be updated when any change occurs.
- c. Commercial Aeronautical Operators must control the conduct and demeanor of their personnel, agents, subcontractors, and subtenants, as well as conduct their business operations in a safe, orderly, efficient, and proper manner so as not to unreasonably disturb or endanger any Airport customers, Tenants or other operators. Commercial Aeronautical Operators are also responsible for the compliance of their personnel, agents, subcontractors and subtenants with the Airport Security Program.
- d. All personnel employed by a Commercial Aeronautical Operator to perform duties on the Airport must be appropriately dressed and identifiable while on duty and wear a County-issued airport security badge, as may be required by regulation or directive of TSA.

X. Subcontracting, Subleasing, and Assignment

- a. The BOCC, ECAT Board, or Aviation Director, as appropriate, must provide written approval for any sublease, assignment or subcontracting for the provisions of commercial services, products and services at the Airport. Prior approval from the Aviation Director must also be secured before the Leased Premises of an FBO or SASO are used for any wildfire or firefighting-related activities. However, in the event of an emergency, approval for such activities may be secured within a reasonable period, not to exceed 48 hours, after such use begins.
- b. Subcontracting.
 - 1. Consistent with the terms of the controlling Lease or Agreement and with the requirement for County approval outlined in subparagraph (X)(a) above, FBOs may subcontract to another Entity to conduct a Commercial Aeronautical Activity. In such event, the subcontractor shall be responsible for complying with all applicable Minimum Standards; provided, however, that the FBO shall remain liable to the County for compliance with the Minimum Standards and the terms of an Agreement.

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2. SASOs are prohibited from subcontracting absent extraordinary circumstances and written approval from the Aviation Director. However, this prohibition does not apply with respect to a SASO's contractual relationship with individual independent contractors or temporary employees.
- c. Subleasing.
1. FBOs and SASOs are permitted to sublease space to another Entity to perform one or more Commercial Aeronautical Activities, provided that the following conditions are met:
 - i. The subleasing party must obtain a License to operate at the Airport.
 - ii. The FBO or SASO must pay the County fees applicable to the class of services provided by the sublessee at the levels set forth in the Airport Rules and Regulations or applicable Lease.
 - iii. The FBO or SASO must carry public liability insurance for its sublessee or provide a certificate of insurance which shows the lessee and the County as additional insured, in amounts commensurate with the services provided by the sublessee.
 2. No Entity shall conduct a Commercial Aeronautical Activity as a lessee or sublessee of Airport property that is leased or designated for a non-commercial use, including, for example, and without limitation, a hangar leased for private, non-commercial use.
- d. Assignment.
1. Prior to granting consent for any assignment, the County may require the prospective assignee to complete an application or submit the information prescribed in Section B.1 (Application) hereof. The County may reject the request to assign the Agreement based on the factors enumerated in Section B.1 hereof.

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SECTION D. – FIXED BASE OPERATORS (FBOS)

I. Land and Facility Requirements

- a. The minimum land to be leased for an FBO (including the paved aircraft areas, ramp space and the principal building area) shall be 10 contiguous acres.
- b. Building improvements shall be permanent in nature, shall contain at least 75,000 square feet of building space for all FBO operations and may be contained in one or more building.
- c. FBOs shall provide a minimum of 200,000 square feet of ramp space.
- d. FBOs shall provide:
 1. Adequate facilities for its operations including, but not limited to, crew and passenger lounge facilities, sanitary and free public restrooms, and hangar space.
 2. Adequate tie-down facilities and equipment, including ropes, chains and other types of restraining devices, and wheel chocks for the typical number and type of aircraft simultaneously using the FBO during a peak period.
- e. FBOs shall provide asphalt or concrete paved surfaced, on-site automobile parking space in compliance with parking standards and requirements of the Eagle County Land Use Regulations at Article 4, Division 4-1 (Off-Street Parking and Loading Standards), as amended from time to time.
- f. FBOs shall provide a paved walkway within the leased area to facilitate pedestrian access to the Commercial Aeronautical Operator's office
- g. FBOs shall install curbs and gutters to improve drainage and traffic flow.

II. FBO Staffing and Personnel

- a. FBO Manager. There shall be a full-time, on-site general manager. The individual managing the operations of an FBO shall have at least five (5) years' experience in the business in the period of eight (8) years immediately preceding such application, having been engaged in the business of an FBO on an airport of comparable size, facilities and activity as the Airport.
- b. Staffing. In addition to the on-site general manager, there shall be a minimum of two individuals staffing the FBO during hours of operation. Additional requirements for staffing shall be dictated in the Lease
- c. All FBO aircraft fuel handing personnel shall be fully trained in the safe and proper handling, dispensing, and storage of aircraft fuel. Acceptable training shall be NATA Safety 1st Professional Line Service Training or an equivalent training program. The County shall enforce spill training in accordance with the applicable SPCC Plan. Records identifying completed training programs shall be kept on file and submitted to the Aviation Director upon demand.
- d. FBOs must have available at the Airport at least one FAA-certified airframe and power plant mechanic eight hours per day, five days per week.

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III. Required FBO Services

a. **Fueling and Lubricating.** This includes Jet Fuel, AVGAS, aircraft propellants and aircraft lubricants.

1. Hours of Operation.

- i. Sales of fuel and lubricants, and into plane delivery of aviation fuels, lubricants and other related petroleum products shall be available from 6:00 AM to 9:00 P.M., 7 days a week.
- ii. In addition, FBOs must be available from 9:00 P.M. until 6:00 A.M. through "on-call" services capable of response within one hour for the sale of fuel and lubricants, and into plane delivery of aviation fuels, lubricants and other related petroleum products.

2. Facilities, Equipment and Services.

- i. FBOs shall provide mobile fuel dispensing equipment, with reliable marking devices approved by the FAA, capable of servicing, in an efficient and safe manner all types of commercial and general aviation aircraft.
 - ii. FBOs shall have two metered, filter equipped dispensers, fixed or mobile, for dispensing two grades of aviation fuel (AVGAS and JET-A) from storage tanks having a minimum capacity of 12,000 gallons of AVGAS and 75,000 gallons of JET-A. Mobile dispensing trucks shall have a total minimum capacity of 25,000 gallons of JET-A fuel and 750 gallons of AVGAS. A separate dispensing pump for each grade of fuel is required.
 - iii. FBOs shall also maintain an inventory of engine oil and lubricants.
3. Contracts for delivery of fuel. FBOs shall provide a copy of an enforceable Agreement whereby a reputable aviation gasoline and lubricant distributor agrees to provide the FBO with fuel and oil in quantities necessary to meet the requirements set forth herein.
4. Calculation of fuel flowage. Aviation fuels and oils delivered to the FBO by a vendor will be considered by the County to be fuels and oils dispensed by the FBO for the purpose of calculating rates under its Lease.
5. Safety of fueling operations. All fuel handling and dispensing on the Airport shall comply with applicable federal requirements and applicable provisions of the Rules and Regulations.

b. **Line Services**

1. Hours of Operation. FBO shall provide line services from 6:00 AM to 9:00 PM, seven (7) days a week.
2. Facilities, Equipment and Services: The following facilities, services and equipment are required.
 - i. **Ramp Parking, Tie-Down, Aircraft Storage and FBO Ramp Assistance within the FBO's Leased Premises**
 - (a) FBOs shall have aircraft tugs, ground power units, deicing units, lavatory carts, water carts and passenger transportation (e.g., golf carts, vans, etc.) in adequate numbers

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to provide service to their customers. All equipment shall be maintained and operated in accordance with OSHA and local and state industrial codes.

- (b) FBOs shall provide aircraft-to-lounge ground transportation for in-transit passengers and pilots.

ii. **Aircraft Servicing**

- (a) Servicing of aircraft shall include generally expected services, such as cleaning of the interior and exterior of aircraft and catering.
- (b) FBOs shall provide proper equipment for repairing and inflating aircraft tires, servicing struts, changing engine oil, servicing oxygen systems, washing aircraft and aircraft windows, and recharging or energizing discharged aircraft batteries and starter.

iii. **Disabled Accident Removal**

- (a) FBOs shall be prepared to remove disabled aircraft.
- (b) FBOs shall have personnel trained and have access to the equipment or be able to arrange for the equipment and/or services required to remove damaged aircraft from the Airport movement areas.
- (c) The FBO shall have personnel on call and be able to respond to a damaged aircraft within 15 minutes of notification during regular hours of operation (7:00 AM – 9:00 PM) and within 45 minutes after hours (9:00 PM – 7:00 AM).

iv. **Loading, Unloading and Towing**

- (a) FBOs shall provide adequate loading, unloading and towing equipment to safely and efficiently move aircraft and store them in times of all reasonably expected weather conditions. For purposes of this subsection, “adequate” shall include at least two (2) 10,000 pound draw bar pull tugs unless otherwise agreed to in writing by the Aviation Director and accordingly documented in the Lease or License.

v. **Hangar storage**

- (a) FBOs shall provide suitable hangar storage facilities constructed in accordance with the Airport Rules and Regulations and applicable design standards.
- (b) At a minimum, at least one hangar shall have a minimum 28’ door height.

vi. **De-icing**

- (a) FBOs shall provide a de-ice pad and de-ice fluid storage tanks with a minimum capacity of 2,000 gallons.
- (b) Deicing/anti-icing services shall be provided only at the designated de-ice pad, using only FAA-approved fluids, and in accordance with each Operator’s FAA-approved, ground deicing/anti-icing program, prepared in accordance with Advisory Circular

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120-60B, Ground Deicing and Anti-Icing Program, as the same may be amended or superseded.

(c) FBOs shall have de-ice reclamation equipment.

vii. **Other required services and equipment**

(a) Engine preheating;

(b) Oxygen and nitrogen service;

(c) Aircraft starting;

(d) Tire inflation;

(e) Attendants to direct aircraft to loading and parking areas, to tie down aircraft, to fuel aircraft, to clean windshields, to remove snow from parked aircraft, and generally to provide prompt and courteous service; and

(f) Sale of food and beverages to General Aviation users (vending machines and access to catering service).

viii. **Customer service**

(a) FBOs shall provide crew and passenger lounge facilities.

(b) FBOs shall provide public restrooms and telephone services.

c. **Airframe and Power Plant Maintenance:**

1. Facilities, Equipment and Services.

i. FBOs must provide work space for any aircraft upon which airframe or engine repairs are being performed.

ii. FBOs must provide storage space for aircraft before and after repair and Maintenance have been accomplished.

iii. FBOs must provide shop space to house the equipment and adequate equipment and machine tools, jacks, lifts and testing equipment as required for its operation.

IV. Commercial Self-Service Fueling.

a. Commercial Self-Service Fueling is an optional service for FBOs, and is not mandatory. However, If an FBO decides to provide this facility and service, the FBO must comply with the following.

1. Hours of Operation. The self-service fuel-dispensing facility must be available for use 24 hours a day, seven days a week.

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2. Facilities, Equipment and Services.

- i. All Commercial Self-Service Fueling must comply with the Airport Rules and Regulations.
- ii. The FBO shall provide at least one above-ground, double-walled fuel tank with a minimum capacity of 12,000 gallons AVGAS (100LL octane fuel).
- iii. The FBO must post signage communicating the location and procedures for the emergency shut-off valve and any emergency service contact phone numbers.
- iv. The FBO shall pay the County a fuel flowage fee for each gallon of fuel stored in the self-fueling tank(s).

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SECTION E. – SPECIALIZED AERONAUTICAL SERVICE OPERATORS (SASOS)

I. General Facility Requirements for SASOs

- a. General Requirements. All SASOs shall comply with the performance standards set forth in Section C of these Minimum Standards.
- b. Land and Facility Requirements.
 1. Unless otherwise indicated in this Section E, SASOs shall construct, lease, or sublease an area that is adequate to erect a building providing a minimum of 2,500 square feet of floor space to accommodate its operations. This floor space shall be used to house all equipment and provide for aircraft storage, offices, restrooms, customer lounges, telephone facilities, or other uses necessary to the SASO's operations.
 2. SASOs shall construct, lease, or sublease sufficient: (1) paved onsite automobile parking space with suitable accommodations for automobiles; and, where appropriate, (2) a paved aircraft apron to accommodate the SASO's services and operations.
- c. Hours of Operation. Each SASO shall have its premises open and services available on an as needed basis sufficient to meet the needs of its users. Unless otherwise specified herein, specific terms shall be identified in each Lease Agreement.
- d. Personnel.
 1. Each SASO shall have employ and have on duty sufficient staff to meet the Minimum Standards for each Commercial Aeronautical Activity provided. A staffing plan shall be submitted to the Aviation Director for reference. Unless otherwise specified herein, specific terms shall be identified in each Lease Agreement.
 2. Each SASO shall provide the Aviation Director with a point-of-contact, including telephone numbers, for personnel empowered to make decisions in emergency situations.
- e. SASOs shall hold all licenses and certifications required to perform each Commercial Aeronautical Activity provided.
- f. The SASO shall provide, by means of an office or a telephone, a point of contact for the public desiring to utilize the SASO's services.
- g. Prohibited Activities.
 1. The sale of fuel by SASOs is prohibited.

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II. Air Taxi/Charter Service SASOs

- a. Statement of Concept. An Air Taxi/Charter operator is an Entity 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 in the Federal Aviation Act of 1958, or as said Act may be amended from time to time.
- b. Personnel.
 1. The SASO shall have available qualified operating crews and personnel for checking in and ticketing passengers, handling of luggage, and for furnishing or arranging for suitable ground transportation.
 2. The SASO shall provide reasonable assurance of continued availability of qualified operating crews familiar with mountain flying conditions and approved aircraft within a reasonable or maximum notice period.
- c. Facilities, Equipment, and Services.
 1. The SASO shall have available for hire, either owned or under written lease to the SASO, at least one (1) four-place aircraft equipped for and capable of use in instrument conditions, or a sufficient number of aircraft properly certificated to handle the proposed scope of its operation.
- d. Insurance
 1. As indicated in Section C of these Minimum Standards, the precise insurance coverage types and limits shall be prescribed in a Lease, License or other Agreement. In the event of a conflict between the Lease, License or Agreement and the Minimum Standards, the terms of the Lease, License or Agreement shall apply.
 2. In the absence of specific insurance standards in the Lease, License or Agreement, the provisions in this subsection apply.
 - i. Commercial general liability - no less than \$1,000,000 per occurrence and \$5,000,000 aggregate.
 - ii. Automobile - no less than \$1,500,000 per occurrence and \$ 5,000,000 aggregate (shall include coverage for all owned, hired and non-owned vehicles).
 - iii. Compliance with the Colorado Statutes with respect to Workmen's Compensation and Unemployment Insurance (where applicable).
 - iv. Entities conducting self-fueling or deicing operations at the Airport shall maintain pollution liability coverage in an amount commensurate with the level of environmental risk presented by the operation and specified in a Lease, License or Agreement.
 - v. Entities providing commercial aircraft storage shall maintain hangar-keeper's liability coverage in an amount commensurate with the value of aircraft to be stored and specified in a Lease, License or Agreement.

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- vi. Aircraft passenger liability insurance of no less than \$10,000,000 per occurrence and \$2,000,000 for each passenger seat.

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III. Aircraft Rental SASOs

- a. Statement of Concept. An aircraft rental operator is a person or persons, firm or corporation engaged in the rental of aircraft to the public.
- b. Personnel. The SASO shall employ and have on-duty or on-call and available to provide service at the Airport within one hour of being called, a properly FAA-certified pilot capable of performing any rental check rides that may be necessary for all aircraft available for rental.
- c. Facilities, Equipment, and Services.
 1. The SASO shall have available for rental, either owned or under written lease to Operator, a sufficient number of aircraft properly certificated to handle the proposed scope of its operation.
 2. Aircraft shall be available for rental under commercially reasonable terms and conditions and at commercially reasonable rates and charges.
- d. Prohibited Activities. No Aircraft Rental SASO may be allowed to solely operate off a tie-down.
- e. Insurance
 1. As indicated in Section C of these Minimum Standards, the precise insurance coverage types and limits shall be prescribed in a Lease, License or other Agreement. In the event of a conflict between the Lease, License or Agreement and the Minimum Standards, the terms of the Lease, License or Agreement shall apply.
 2. In the absence of specific insurance standards in the Lease, License or Agreement, the provisions in this subsection apply.
 - i. Commercial general liability - no less than \$1,000,000 per occurrence and \$5,000,000 aggregate.
 - ii. Automobile - no less than \$1,500,000 per occurrence and \$1,500,000 aggregate (shall include coverage for all owned, hired and non-owned vehicles).
 - iii. Compliance with the Colorado Statutes with respect to Workmen's Compensation and Unemployment Insurance (where applicable).
 - iv. Entities conducting self-fueling or deicing operations at the Airport shall maintain pollution liability coverage in an amount commensurate with the level of environmental risk presented by the operation and specified in a Lease, License or Agreement.
 - v. Entities providing commercial aircraft storage shall maintain hangar-keeper's liability coverage in an amount commensurate with the value of aircraft to be stored and specified in a Lease, License or Agreement.
 - vi. Aircraft passenger liability insurance of no less than \$10,000,000 per occurrence and \$2,000,000 for each passenger seat.

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IV. Aircraft Restoration and Refurbishing SASOs

- a. Statement of Concept. An aircraft restoration and refurbishing operator is a person or persons, firm or corporation engaged in restoring and refurbishing aircraft.
- b. Personnel. The SASO have on-duty or on-call and available to provide service at the Airport at a schedule sufficient to meet the needs of the users, qualified personnel that have current required certificate, licenses, and ratings for the work being performed.
- c. Facilities, Equipment and Services.
 1. Facilities shall comply with at all times appropriate federal, state, and local regulatory measures regarding hazardous material handling and storage.
- d. Insurance
 1. As indicated in Section C of these Minimum Standards, the precise insurance coverage types and limits shall be prescribed in a Lease, License or other Agreement. In the event of a conflict between the Lease, License or Agreement and the Minimum Standards, the terms of the Lease, License or Agreement shall apply.
 2. In the absence of specific insurance standards in the Lease, License or Agreement, the provisions in this subsection apply.
 - i. Commercial general liability - no less than \$1,000,000 per occurrence and \$5,000,000 aggregate.
 - ii. Automobile - no less than \$1,500,000 per occurrence and \$1,500,000 aggregate (shall include coverage for all owned, hired and non-owned vehicles).
 - iii. Compliance with the Colorado Statutes with respect to Workmen's Compensation and Unemployment Insurance (where applicable).
 - iv. Entities providing commercial aircraft storage shall maintain hangar-keeper's liability coverage in an amount commensurate with the value of aircraft to be stored and specified in a Lease, License or Agreement.
 - v. Aircraft passenger liability insurance of no less than \$1,000,000.

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V. Aircraft Sales SASOs

- a. Statement of Concept. An aircraft sales operator is a person engaged in the direct or brokered sales of new and/or used aircraft through franchises, or licensed dealership or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer or otherwise; and providing such repair, services and parts as necessary to meet any guarantee or warranty on new and/or used aircraft sold.
- b. Facilities, Equipment and Services.
 1. The SASO shall provide necessary and satisfactory arrangements for the repair and servicing of aircraft, but only for the duration of any sales guarantee or warranty period.
 2. Servicing facilities may be provided through written Agreement with a repair shop operation at the Airport.
 3. The SASO shall provide an adequate inventory, or availability within 24 hours or less, of spare parts for the type of new aircraft for which sales privileges are granted.
- c. Insurance
 1. As indicated in Section C of these Minimum Standards, the precise insurance coverage types and limits shall be prescribed in a Lease, License or other Agreement. In the event of a conflict between the Lease, License or Agreement and the Minimum Standards, the terms of the Lease, License or Agreement shall apply.
 2. In the absence of specific insurance standards in the Lease, License or Agreement, the provisions in this subsection apply.
 - i. Commercial general liability - no less than \$1,000,000 per occurrence and \$5,000,000 aggregate.
 - ii. Automobile - no less than \$1,500,000 per occurrence and \$1,500,000 aggregate (shall include coverage for all owned, hired and non-owned vehicles).
 - iii. Compliance with the Colorado Statutes with respect to Workmen's Compensation and Unemployment Insurance (where applicable).
 - iv. Entities providing commercial aircraft storage shall maintain hangar-keeper's liability coverage in an amount commensurate with the value of aircraft to be stored and specified in a Lease, License or Agreement.
 - v. Aircraft passenger liability insurance of no less than \$10,000,000 per occurrence and \$10,000,000 for each passenger seat.

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VI. Airframe and Power Plant Maintenance SASOs

- a. Statement of Concept. An aircraft airframe and engine repair and maintenance operator is a person or persons, firm or corporation providing airframe and power plant repair services. This category of aeronautical services shall also include the sale of aircraft parts and accessories.
- b. Personnel. The SASO shall have on duty during the required operating hours no less than one (1) person currently certified by the FAA with ratings appropriate to the work being performed and who holds an airframe, power plant, or an FAA certified mechanic with an inspection authorization.
- c. Facilities, Equipment and Services. The SASO shall provide equipment, supplies and parts required for routine aircraft airframe, power plant, inspection, tire, battery, oxygen and other routine aircraft Maintenance functions, and as required for certification as a FAA approved repair station.
- d. Insurance
 1. As indicated in Section C of these Minimum Standards, the precise insurance coverage types and limits shall be prescribed in a Lease, License or other Agreement. In the event of a conflict between the Lease, License or Agreement and the Minimum Standards, the terms of the Lease, License or Agreement shall apply.
 2. In the absence of specific insurance standards in the Lease, License or Agreement, the provisions in this subsection apply.
 - i. Commercial general liability - no less than \$1,000,000 per occurrence and \$5,000,000 aggregate.
 - ii. Automobile - no less than \$1,500,000 per occurrence and \$1,500,000 aggregate (shall include coverage for all owned, hired and non-owned vehicles).
 - iii. Compliance with the Colorado Statutes with respect to Workmen's Compensation and Unemployment Insurance (where applicable).
 - iv. Entities providing commercial aircraft storage shall maintain hangar-keeper's liability coverage in an amount commensurate with the value of aircraft to be stored and specified in a Lease, License or Agreement.
 - v. Aircraft passenger liability insurance of no less than \$1,000,000.

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VII. Aviation Repair Service SASOs

- a. Statement of Concept. A specialized aviation repair services operator is a person engaged in a business capable of providing an FAA certified shop, or a combination of shops for the repair and installation of power plant, airframe, propellers, instruments, and accessories for general aviation aircraft. The operator may furnish one, or if desired, any combination of these services. This category includes sale of new and/or used parts for associated repairs.
- b. Personnel. The SASO shall have in its employ, and on duty during the required operating hours, trained personnel currently certified as FAA radio, instrument or propeller repairmen in such numbers as are required to provide services in an efficient manner.
- c. Facilities and Equipment.
 1. The SASO shall have work space for any aircraft upon which airframe or engine repairs are being performed.
 2. The SASO shall have storage space for aircraft before and after repair and maintenance have been accomplished.
 3. The SASO shall have shop space to house the equipment and adequate equipment and machine tools, jacks, lifts and testing equipment as required for maintenance to be performed on general aircraft.
- d. Nothing herein is intended to preclude the owner of any aircraft or his or her employees from maintaining or repairing such aircraft or subject an owner performing maintenance or repairs to comply with this section.
- e. Insurance
 1. As indicated in Section C of these Minimum Standards, the precise insurance coverage types and limits shall be prescribed in a Lease, License or other Agreement. In the event of a conflict between the Lease, License or Agreement and the Minimum Standards, the terms of the Lease, License or Agreement shall apply.
 2. In the absence of specific insurance standards in the Lease, License or Agreement, the provisions in this subsection apply.
 - i. Commercial general liability - no less than \$1,000,000 per occurrence and \$5,000,000 aggregate.
 - ii. Automobile - no less than \$1,500,000 per occurrence and \$1,500,000 aggregate (shall include coverage for all owned, hired and non-owned vehicles).
 - iii. Compliance with the Colorado Statutes with respect to Workmen's Compensation and Unemployment Insurance (where applicable).
 - iv. Entities providing commercial aircraft storage shall maintain hangar-keeper's liability coverage in an amount commensurate with the value of aircraft to be stored and specified in a Lease, License or Agreement.
 - v. Aircraft passenger liability insurance of no less than \$1,000,000.

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VIII. Avionics Sales and Maintenance SASOs

- a. Statement of Concept. An avionics sales and maintenance operator is a person or persons, firm or corporation engaged in the sale and maintenance of electronic systems used on aircraft.
- b. Personnel. SASOs shall employ or subcontract with and have on-duty or on-call and available to provide service at the Airport within one hour of being called, at least one trained and FAA certified airframe technician and one administrative or customer service personnel.
- c. Insurance
 1. As indicated in Section C of these Minimum Standards, the precise insurance coverage types and limits shall be prescribed in a Lease, License or other Agreement. In the event of a conflict between the Lease, License or Agreement and the Minimum Standards, the terms of the Lease, License or Agreement shall apply.
 2. In the absence of specific insurance standards in the Lease, License or Agreement, the provisions in this subsection apply.
 - i. Commercial general liability - no less than \$1,000,000 per occurrence and \$10,000,000 aggregate.
 - ii. Automobile - no less than \$1,500,000 per occurrence and \$1,500,000 aggregate (shall include coverage for all owned, hired and non-owned vehicles).
 - iii. Compliance with the Colorado Statutes with respect to Workmen's Compensation and Unemployment Insurance (where applicable).
 - iv. Entities providing commercial aircraft storage shall maintain hangar-keeper's liability coverage in an amount commensurate with the value of aircraft to be stored and specified in a Lease, License or Agreement.
 - v. Aircraft passenger liability insurance of no less than \$1,000,000.

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IX. Flight Training SASOs

- a. Statement of Concept. A flight training operator is a person or persons, firm or corporation engaged in instructing pilots in dual and solo flight operations, in fixed and/or rotary wing aircraft, and in providing such related ground school instruction as is necessary to prepare persons for taking a written examination and flight check for the category or categories of pilots' licenses and rating involved.
- b. Personnel.
 1. The SASO shall have available, on a full-time basis, at least one (1) flight instructor who has been currently certificated by the FAA to provide the type of flight training offered.
 2. The SASO shall have on call on a part-time basis, at least one (1) ground instructor who has been currently certificated by the FAA to provide the type of ground training offered. This person may be the same person as the flight instructor specified above.
- c. Facilities, Equipment, and Services.
 1. If the SASO prefers to hangar its aircraft in leased space, the SASO may provide ground school and briefing/ debriefing of students off-Airport. Ground school and briefing/debriefing may not be provided in public areas of the Airport, but may be provided in leased/owned hangars.
 2. If the SASO prefers to build a hangar for aircraft storage, the SASO shall provide a minimum of 1,600 square feet of interior floor area in hangar space.
 3. SASO shall have available for use in flight training, either owned or under written lease to the Operator, a sufficient number of aircraft properly certificated to handle the proposed scope of its student operation, but not less than one (1) properly certificated aircraft. Nothing in this section shall prohibit a SASO from providing flight instruction in an aircraft owned by a third-party
- d. Prohibited Activities. No Flight Training SASO may be allowed to solely operate off a tie-down.
- e. Insurance.
 1. As indicated in Section C of these Minimum Standards, the precise insurance coverage types and limits shall be prescribed in a Lease, License or other Agreement. In the event of a conflict between the Lease, License or Agreement and the Minimum Standards, the terms of the Lease, License or Agreement shall apply.
 2. In the absence of specific insurance standards in the Lease, License or Agreement, the provisions in this subsection apply.
 - i. Commercial general liability - no less than \$1,000,000 per occurrence and \$5,000,000 aggregate.
 - ii. Automobile - no less than \$1,500,000 per occurrence and \$1,500,000 aggregate (shall include coverage for all owned, hired and non-owned vehicles).

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- iii. Compliance with the Colorado Statutes with respect to Workmen's Compensation and Unemployment Insurance (where applicable).
- iv. Entities providing commercial aircraft storage shall maintain hangar-keeper's liability coverage in an amount commensurate with the value of aircraft to be stored and specified in a Lease, License or Agreement.
- v. Aircraft passenger liability insurance of no less than \$10,000,000 per occurrence and \$2,000,000 for each passenger seat.

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X. Ground Handling SASOs

- a. Statement of Concept. A ground handling operator is a person or persons, firm or corporation engaged in the provision of ground handling services to commercial airlines, charters, or other aircraft owner/operator that is conducting commercial passenger service at the Airport under a separate use and lease Agreement.
- b. Personnel. SASOs shall provide sufficient numbers of staff who are qualified and fully trained to perform the respective functions, including a full-time qualified on-site representative, responsible for the conduct of day-to-day operation and the handling of each flight.
- c. Facilities, Equipment and Services.
 1. SASOs shall maintain an office at the Airport suitably located and adequate to conduct its business.
 2. SASOs shall provide ground handling services in accordance with FAA Advisory Circular 00-34A, *Aircraft Ground Handling and Servicing*, as the same may be amended or superseded.
 3. SASOs shall provide two or more of the following ground handling services:
 - i. Ramp services, including supervision, marshaling, aircraft start-up, moving/towing aircraft, and safety measures.
 - ii. On-ramp aircraft services, including wheel and tire check, ground power supply, deicing and anti-icing, cooling/heating, toilet servicing, potable water, demineralized water, routine maintenance, and cleaning of cockpit windows, wings, nacelles and cabin windows.
 - iii. Ramp services to airlines, including cleaning, catering, minor servicing of cabin fittings, alteration of seat configuration, external ramp equipment, passenger steps, catering loaders, baggage handlers, cargo loaders, mail and equipment loading.
 - iv. In-terminal services, including ticketing, processing, loading and unloading of passengers, baggage, cargo, property, express packages and mail.
 4. Deicing/anti-icing services shall be provided only in designated areas approved by the Aviation Director, using only FAA-approved fluids, and in accordance with an FAA-approved, ground deicing/anti-icing program, prepared in accordance with Advisory Circular 120-60B, Ground Deicing and Anti-Icing Program, as the same may be amended or superseded.
- d. Limit on Authorized Activities. SASOs are only permitted to provide ground handling services to the following:
 1. Any airline, or other aircraft owner or operator that is conducting commercial passenger service at the Airport under a separate use and lease Agreement.
 2. Any scheduled or non-scheduled service or charter operation landing at or departing from the Airport.

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e. Agreements.

1. Ground handling services shall be provided in accordance with a written operating Agreement with an Air Carrier, prepared in conformance with or containing equivalent terms as the Standard Ground Handling Agreement published by the International Air Transport Association.
2. Operators providing in-terminal services or ramp services shall also have written authorization from the Aviation Director.
3. Operators providing deicing and anti-icing services shall have written authorization to use adequate facilities with access to water to allow deicing fluid and water to be added to deicing equipment. This written authorization may be in the form of a lease or license with the County or a sublease or license with an Air Carrier.

f. Standard Operating Procedures. Upon request, operators shall submit written Standard Operating Procedures (SOPs) to the Aviation Director. The SOP shall address at least the following subjects: training, record keeping, ramp safety, emergency response procedures, and the proper application of deicing fluids, if applicable.

g. Insurance

1. As indicated in Section C of these Minimum Standards, the precise insurance coverage types and limits shall be prescribed in a Lease, License or other Agreement. In the event of a conflict between the Lease, License or Agreement and the Minimum Standards, the terms of the Lease, License or Agreement shall apply.
2. In the absence of specific insurance standards in the Lease, License or Agreement, the provisions in this subsection apply.
 - i. Commercial general liability - no less than \$5,000,000 per occurrence and \$25,000,000 aggregate.
 - ii. Automobile - no less than \$1,500,000 per occurrence and \$5,000,000 aggregate (shall include coverage for all owned, hired and non-owned vehicles).
 - iii. Compliance with the Colorado Statutes with respect to Workmen's Compensation and Unemployment Insurance (where applicable).
 - iv. Entities conducting fueling or deicing operations at the Airport shall maintain pollution liability coverage in an amount commensurate with the level of environmental risk presented by the operation and specified in a Lease, License or Agreement.

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XI. Hangar Keeper SASOs

- a. Statement of Concept. A hangar keeper is a person or persons, firm or corporation engaged in the lease and/or management of hangar space on the Airport for the storage of aircraft.
- b. Facilities, Equipment and Services.
 1. The SASO shall provide a minimum of 1,600 square feet of interior floor area in hangar space. The SASO shall also have floor space to accommodate administrative and storage space.
 2. SASOs engaging in the business of renting and leasing hangar storage space to aircraft owners or operators solely for aircraft storage purposes shall:
 - i. Require all tenants who sublease space to have an executed Agreement with the SASO prior to occupancy, the form of which provides adequate indemnification protection for the County. A copy of the standard sublease form must be approved by the County in writing prior to commencement of leasing activities. The SASO must provide a listing and copies of all executed leases or subleases of all aircraft stored within the SASO or sub lessee's hangar facilities to the County semi-annually.
 - ii. Ensure that hangar tenants perform no maintenance within the hangar other than:
 - (a) Hangar tenants performing preventive maintenance on their own aircraft, utilizing their own employees, to the extent permitted in 14 C.F.R. § 43.7 (federal regulations regarding the specific persons authorized to approve aircraft or component parts for return to service after maintenance, preventive maintenance, rebuilding, or alteration); or
 - (b) Maintenance performed by non-tenants as permitted by Section C (VII)(e)(2) of these Minimum Standards.
 - iii. Ensure that hangar cooperatives shall not provide fuel services to the members of the cooperative or to the public.
 - iv. Ensure that hangar space is used for aeronautical purposes and that, to the extent that non-aeronautical items are stored in a hangar, those items are either incidental to aeronautical use consistent with then-current FAA policy, or the non-aeronautical use has been approved by FAA.
- c. Insurance
 1. As indicated in Section C of these Minimum Standards, the precise insurance coverage types and limits shall be prescribed in a Lease, License or other Agreement. In the event of a conflict between the Lease, License or Agreement and the Minimum Standards, the terms of the Lease, License or Agreement shall apply.
 2. In the absence of specific insurance standards in the Lease, License or Agreement, the provisions in this subsection apply.
 - i. Commercial general liability - no less than \$1,000,000 per occurrence and \$5,000,000 aggregate.

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- ii. Automobile - no less than \$1,500,000 per occurrence and \$1,500,000 aggregate (shall include coverage for all owned, hired and non-owned vehicles).
- iii. Compliance with the Colorado Statutes with respect to Workmen's Compensation and Unemployment Insurance (where applicable).
- iv. Hangar-keeper's liability coverage in an amount commensurate with the value of aircraft to be stored and specified in a Lease, License or Agreement.

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XII. Specialized Commercial Flying Services

- a. Statement of Concept. A specialized commercial flying services operator is an Entity engaged in air transportation for hire for the purpose of providing any of the services listed below:
 1. Nonstop sightseeing flights that begin and end at the Airport;
 2. Crop dusting, seeding, or spraying;
 3. Banner towing and aerial advertising;
 4. Aerial photography or survey;
 5. Power line, underground cable or pipeline patrol;
 6. Firefighting; or
 7. Any other operations specifically excluded from Part 135 of the Federal Aviation Regulations.
- b. Facilities, Equipment and Services.
 1. In case of crop dusting, aerial application or other commercial use of chemicals, SASO shall provide a centrally drained, paved area adequate for all aircraft loading, unloading, washing and servicing. Material Safety Data Sheets are required to be onsite and three copies shall be provided to the Aviation Director. This area must be built and operated in full compliance with all applicable federal, state and local laws and regulations, specifically including but not limited to the U.S. EPA, Colorado Department of Public Health and Environment and Eagle County Environmental Department regulations governing such activities. SASO shall also provide for the safe storage and containment of all chemical material. Such facilities will be in a location designated by the County on the Airport, which will provide the greatest safeguard to the public.
 2. In the case of crop-dusting or aerial application, the operator shall provide tank trucks for the handling of liquid spray and mixing liquids and aircraft suitably equipped for agricultural operations, and shall take all safeguards against spillage on runways or taxiways or dispersal by wind to any area of the Airport. The Operator shall also provide adequate ground facilities for the safe containment, storage, handling and safe loading of all chemicals and materials in compliance with U.S. EPA and Colorado Department of Public Health and Environment and all county and local laws and regulations.
 3. The SASO shall provide and have based on its leasehold, either owned or under written lease to the Operator, not less than one (1) airworthy aircraft, suitably equipped for, and meeting all the requirements of the FAA with respect to the type of operation to be performed.
- c. Insurance
 1. As indicated in Section C of these Minimum Standards, the precise insurance coverage types and limits shall be prescribed in a Lease, License or other Agreement. In the event of a conflict between the Lease, License or Agreement and the Minimum Standards, the terms of the Lease, License or Agreement shall apply.

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2. In the absence of specific insurance standards in the Lease, License or Agreement, the provisions in this subsection apply.
 - i. Commercial general liability - no less than \$1,000,000 per occurrence and \$5,000,000 aggregate.
 - ii. Automobile - no less than \$1,500,000 per occurrence and \$1,500,000 aggregate (shall include coverage for all owned, hired and non-owned vehicles).
 - iii. Compliance with the Colorado Statutes with respect to Workmen's Compensation and Unemployment Insurance (where applicable).
 - iv. Entities conducting self-fueling or deicing operations at the Airport shall maintain pollution liability coverage in an amount commensurate with the level of environmental risk presented by the operation and specified in a Lease, License or Agreement.
 - v. Entities providing commercial aircraft storage shall maintain hangar-keeper's liability coverage in an amount commensurate with the value of aircraft to be stored and specified in a Lease, License or Agreement.
 - vi. Aircraft passenger liability insurance of no less than \$1,000,000 per occurrence and \$1,000,000 per individual.

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XIII. Other

- a. If a specific commercial service is not contemplated or covered herein, a Person desiring to provide such commercial service should approach the Aviation Director to negotiate the terms of airport access.
- b. In reviewing any proposal, the Aviation Director will consider the nature of the Commercial Aeronautical Activity, the proposed business terms, and the compatibility of the Commercial Aeronautical Activity with then-existing Airport operations and activities. The Airport further may request review by the Federal Aviation Administration to consider, for example, and without limitation, whether the aeronautical activity may be conducted safely at the Airport. The Airport may decide, in its sole discretion, to amend the Minimum Standards prior to executing any Agreement authorizing the commercial aeronautical activity to, for example and without limitation, create a new category of FBO or SASO with attendant requirements and standards.

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SECTION F. – DEFINITIONS

- a. Aeronautical Activity – Any activity that involves, makes possible, or is required for the operation of aircraft, or that contributes to or is required for the safety of such operations.
- b. Agreement – A written, legally enforceable contract between the Eagle County Regional Airport and any party concerning access to and use of the Eagle County Regional Airport.
- c. Air Carrier – A Commercial Aeronautical Operator holding an operating certificate under Federal Aviation Regulation Part 121.
- d. Air Taxi/Charter – An operator licensed by the FAA to provide air transportation of persons or property for hire on a charter basis or as an air taxi operator on a scheduled, nonscheduled, or on-demand basis as defined and regulated by the Federal Aviation Administration.
- e. Airport – Eagle County Regional Airport and all of the area, buildings, facilities and improvements within the interior boundaries of such Airport as it now exists or as it may be hereafter or extended or enlarged and as depicted on a current Airport Layout Plan approved by the Federal Aviation Administration.
- f. Airport Layout Plan or ALP – The current, FAA-approved drawing depicting the physical layout of the Airport and identifying the location and configuration of current and proposed runways, taxiways, buildings, roadways, utilities, navigational aids, etc.
- g. Airport Operations Area or AOA – The area of the Airport identified in the Airport Security Program that includes the aircraft movement areas, aircraft parking areas, loading ramps, safety areas, and any adjacent areas that are not separated by adequate security systems, measures or procedures.
- h. Airport Security Program or ASP – The written plan concerning security at the Eagle County Regional Airport, containing the elements required by 49 C.F.R. Part 1542 and approved by the Transportation Security Administration.
- i. AVGAS – Aviation gasoline, 100LL or equivalent, intended for use in a piston aircraft.
- j. Aviation Director – The person hired by the County to administer and direct the operation of the Airport and to enforce the Rules and Regulations and the Minimum Standards, and his/her designee.
- k. BOCC – Eagle County Board of County Commissioners.
- l. CFR – The Code of Federal Regulations.
- m. Commercial Aeronautical Activity – Any commercial operation that is related to the operation of Aircraft as prescribed in these Minimum Standards for Commercial Aeronautical Activities. This does not include any commercial operation not directly related to the operation of Aircraft, e.g. restaurant, rental car, or other concessions.
- n. Commercial Aeronautical Operator – An Entity or Person conducting a Commercial Aeronautical Activity at the Eagle County Regional Airport pursuant to a Lease or other Agreement.

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- o. Commercial Self-Service Fueling – Fueling of an aircraft by the pilot using commercial aircraft fuel pumps installed for that purpose.
- p. Co-op – A mechanism for shared ownership of hangars and similar facilities.
- q. County – Eagle County, Colorado
- r. ECAT – Eagle County Air Terminal Corporation, a Colorado not-for-profit, public entity formed to lease and operate the Terminal at the Airport.
- s. Entity – Each natural person, partnership, organization or business that has a legal and separately identifiable existence.
- t. FAA – The Federal Aviation Administration.
- u. Fixed Base Operator or FBO – An Entity that maintains and operates facilities at the Airport for the purpose of providing commercial aeronautical services including but not limited to the retail sale of aviation fuels, aircraft line services, and aircraft airframe and engine repair and maintenance at the Airport.
- v. Flying Club – A nonprofit or not-for-profit entity organized for the express purpose of providing its members with the noncommercial use of aircraft for their personal use and enjoyment.
- w. International Air Transport Association or IATA – The trade association representing and serving the airline industry world-wide.
- x. Lease – A contractual agreement between the Eagle County Regional Airport and another Entity that establishes a tenancy on the Airport. A Lease is written and enforceable by law.
- y. Leased Premises – Those premises, including, as appropriate, any area leased, subleased or otherwise controlled by an FBO or SASO on the Airport.
- z. License – A contractual agreement between the Eagle County Regional Airport and another Entity that grants or otherwise authorizes the use of land or building space to conduct specified activities. A License is written and enforceable by law.
- aa. Maintenance – Aircraft inspection, overhaul, repair, preservation and replacement of parts, including preventative maintenance, as described in Part 43 of the Federal Aviation Regulations.
- bb. Minimum Standards – The qualifications set forth herein, which set forth the minimum requirements to be met as a condition for the right to conduct or provide a Commercial Aeronautical Activity or Service on the Airport.
- cc. NATA – National Air Transportation Association
- dd. Operator – An Entity that has entered into a Lease, License or Agreement with the County to occupy, use and/or develop land and/or improvements in order to engage in Commercial Aeronautical Activities at the Airport.
- ee. OSHA – The Occupational Safety and Health Act of 1970, as amended.

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- ff. Part 77 – The federal regulations governing the safe, efficient use, and preservation of the navigable airspace, which are codified at Title 14, Part 77 of the Code of Federal Regulations.
- gg. Rules and Regulations – The most recent, approved version of the Eagle County Regional Airport Rules and Regulations.
- hh. SOP – Standard Operating Procedure.
- ii. SPCC Plan – Spill Prevention Countermeasures and Control Plan, prepared to comply with the federal regulations at 40 C.F.R. Part 112.
- jj. Specialized Aeronautical Service Operator or SASO – An Entity that is authorized to provide one or a combination of Commercial Aeronautical Activities that does not include Commercial Fueling, as described more fully in Section E.
- kk. Tenant – Any Entity that has an Agreement with the Eagle County Regional Airport for occupying space at the Airport.
- ll. Terminal – The commercial passenger terminal located at the Eagle County Regional Airport.
- mm. Through the Fence or TTF Operations – The movement of aircraft between the Airport Operations Area at the Eagle County Regional Airport and land adjacent to, but not part of, the Airport property. This includes access from residential properties.
- nn. TSA – The Transportation Security Administration.
- oo. Variance – The grant of a modification to the Minimum Standard requirements, often for only a temporary period to address unique facts or hardships.
- pp. Waiver – The grant of an exemption from a requirement of the Minimum Standards.
- qq. World Aeronautical Charts or WACs – Aeronautical charts that cover land areas at a standard size and scale (1:1,000,000) for navigation by moderate speed aircraft and aircraft operating at high altitudes.

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ATTACHMENT 1. – REQUIRED GENERAL LEASE CLAUSES

The following clauses are required to be included in each Lease. Each Lease will also include specific provisions addressing issues such as insurance, facilities, personnel, hours of operation, and rates, which issues will be negotiated between the County and each Lessee on a case by case basis.



I. Premises to be operated for use and benefit of the public.

The Operator agrees to operate the leased premises for the use and benefit of the public and to furnish good, prompt and efficient service, adequate to meet all demands for its service at the Airport.

II. Federal Requirements; Nondiscrimination

- a. Lessee agrees that in conducting its operations under the Lease it shall maintain and operate its facilities and services in compliance with all requirements imposed pursuant to the Airport and Airway Improvement Act of 1982, as amended, and any regulations issued there under, as well as all other requirements imposed pursuant to 49 CFR Part 21, (*Nondiscrimination in Federally Assisted Programs of the Department of Transportation*), and as said regulations may be amended.
- b. Lessee agrees:
 1. That no person on the grounds of race, color, sex, creed or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of premises or facilities;
 2. That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, creed or national origin shall be excluded from the participation in, denied the benefits of, or otherwise subjected to discrimination; and
 3. That Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21 (*Nondiscrimination in Federally Assisted Programs of the Department of Transportation*) and as said regulations may be amended.
- c. Lessee agrees that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E (*Nondiscrimination in Airport Aid Program*) or otherwise approved by the FAA, to ensure that no person shall, on the grounds of race, creed, color, national origin. or sex, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Lessee 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. Lessee assures that it will require that its covered sub organizations provide assurances to Lessee that they similarly will undertake affirmative action programs and that they will require assurance from their sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
- d. Lessee agrees that it shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof, and shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that Lessee may make

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reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- e. Lessee agrees that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in the performance of this Lease on the grounds of race, color, national origin or sex, as provided in 49 CFR Part 26 (*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*), or parallel regulations issued by the FAA.
- f. Noncompliance with these nondiscrimination provisions after timely notice of noncompliance is provided to Lessee by either the County or the U.S. Government, and Lessee's failure to substantially remedy such noncompliance within a reasonable period, shall constitute a material breach of these provisions and the Lease. In the event of such noncompliance, the County shall have the right to terminate this Lease and any estate created hereunder, without liability therefore, or at the election of the County or the United States, either or both shall have the right to judicially enforce such provisions.

III. Aircraft Service by Owner or Operator of Aircraft

No right or privilege granted herein shall serve to prevent persons operating aircraft on the Airport from performing any services on their own aircraft with their own regular employees and equipment (including, but not limited to, repair and maintenance); provided that the Airport Rules and Regulations and Lease provisions are followed.

IV. No Exclusive Rights

Nothing herein contained shall be construed to grant or otherwise authorize the granting of an exclusive right to provide any aeronautical service to the public or to conduct any aeronautical activity on the Airport.

V. Airport Development

The County reserves the right to further develop or improve the Airport as it sees fit, without unreasonable interference or hindrance. If the physical development of the Airport requires the relocation of Operator-owned facilities during the lease term the County agrees 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, except as amended by written lease with the Operator.

VI. County's Right to Maintain the Airport

The County 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.

VII. Right of Flight

There is hereby reserved to Eagle County, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the leased premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft using said airspace for landing at, taking off from or operating on the Eagle County Regional Airport.

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VIII. Airport Obstructions or Other Hazards

The Lessee expressly agrees for itself, its successors and assigns that:

- a. It will comply with the notice requirements at 14 C.F.R. Part 77 and will provide to the Airport Director a copy or copies of documentation provided to the FAA pursuant to Part 77.
- b. It will not: (1) erect nor permit the erection of any structure or object nor permit the growth of any tree on the leased premises; or (2) make use of the leased premises in any manner which might interfere with operation or safety of the Eagle County Regional Airport or might otherwise constitute a hazard without the written authorization of the Aviation Director. The Aviation Director may make such authorization contingent on reasonable mitigation measures.

The County reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, and to prevent and abate any hazard or interference, including: (1) 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 County, would limit the usefulness of the Airport or constitute a hazard to the aircraft, and (2) the right to enter upon leased premises and to remove the offending structure or object, abate the interference, or cut the offending tree, all of which shall be at the expense of the Lessee.

IX. Compliance with Laws, etc.

The Operator shall comply with the Airport Rules and Regulations, the Airport Security Plan, and the Airport Certification Manual, as existing at the time the Lease or License is granted or as amended from time to time thereafter at the County's sole discretion. The Operator shall comply with all federal, state and municipal laws, ordinances, codes and other regulatory measures (specifically including but not limited to all FAA and U.S. Environmental Protection Agency ("EPA") requirements) now in existence or, as may be hereafter modified or amended, applicable to the operation conducted. If the Operator fails to comply with this provision and the requirements referenced herein and such failure results in damage or expense to the County, the Operator shall indemnify the County for that damage or expense.

X. Required Licenses and Certificates

The Operator shall procure and maintain during the term of the agreement all licenses, certificates, permits and other similar authorizations required for the conduct of its business operations.

XI. Handling of Waste Liquids

No substances likely to impair the operation of sewage or drainage systems, or otherwise not permissibly placed in such sewage or drainage systems, shall be placed therein; nor shall oils, greases, detergents or other liquid wastes be disposed of by pouring on the ground. All rules, regulations, advisory publications or other requests issued by the United States EPA or competent governmental authority shall be complied with at all times, including but not limited to the installation of a grease and oil trap designed to catch all oils, greases, detergents, and other insoluble substances used in the maintenance and washing of the Operator's, or the Operator's customers', aircraft. Installation of said trap shall conform to the recommended specifications of the U.S. EPA, the State of Colorado, the County, any applicable special district, and the sewage operator.

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XII. Indemnification

- a. In concert with and in addition to the insurance requirements set forth herein, operator shall protect, defend, and hold County and ECAT, and any officers, employees, and agents, and their insurers, completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Lease and/or the use or occupancy of the leased premises or the acts or omissions of Operator's officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the sole negligence of the County. Operator shall use counsel reasonably acceptable to the County in carrying out its obligations hereunder.
- b. County shall give Operator reasonable notice of any claims or actions against the County, which directly or indirectly affect Operator, and Operator shall have the right to compromise and defend the same to the extent of its own interest.
- c. Operator agrees that if a prohibited incursion into the Airport Operations Area occurs, or the safety or security of the Airport Operations Area, or other sterile area safety or security is breached by or due to the negligence or willful act or omission of any of Operator's employees, agents, or contractors and such incursion or breach results in a civil penalty action being brought against the County by the U.S. Government, Operator will reimburse County for all expenses, including attorney fees, incurred by County in defending against the civil penalty action and for any civil penalty or settlement amount paid by County as a result of such incursion or breach of airfield or sterile area security. County shall notify Operator of any allegation, investigation, or proposed or actual civil penalty sought by the U.S. Government for such incursion or breach. Civil penalties and settlement and associated expenses reimbursable under this paragraph include but are not limited to those paid or incurred as a result of violation of 14 CFR Part 107 (*Airport Security*), 14 CFR Part 108 (*Airplane Operator Security*) or FAR Part 139 (*Certification of Airports*).
- d. The provisions of this section shall survive the expiration or early termination of this Lease for matters arising before such expiration or early termination.

XIII. Right of Entry

- a. Provided that the County gives notice at least 24 hours beforehand, any official representative of the County may enter upon the leased premises during normal operating hours, and for any purpose incidental to, or connected with the performances of the Operator's obligations under the agreement or in the exercise of their function as a representative of the County.
- b. Further, any official representative of the County may enter upon the leased premises at any time in response to an emergency.
- c. To facilitate Section XII.b above, the Operator shall either provide escrowed door keys, access codes, etc. to the Aviation Director for the leased premises, or accept responsibility and hold Eagle County harmless for possible damage to the leased premises as a result of a forced entry by County representatives in responding to an emergency.

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XIV. 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 or termination immediately and peacefully surrender such. Further, upon expiration or other termination of any agreement, title to any improvements to the premises reverts to Eagle County.

XV. Assignment

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

The Lease may not be assigned, without the prior written consent of the County, which shall be exercised in the County's sole discretion after consideration of, among other things, the qualifications of the proposed assignee, the effect of the assignment on the County, and the effect of the assignment on competition at the Airport. Assignment shall not relieve the Lessee from its obligations under the Lease unless expressly so stated in the County's written consent.

As used herein, "assignment" means and includes, but is not limited to: (i) the grant or transfer of any right, title, possession, lien, encumbrance, security interest or other interest in, on or to any party of the stock or other ownership interest of Lessee, (ii) grants or transfers to a single person or entity, including to any other person(s) and entity(ies) directly or indirectly controlled by it or which directly or indirectly control it, of any right, title, possession, lien, encumbrance, security interest or other interest in, on or to any part of the stock or other ownership interest of Lessee, (iii) the grant or transfer of any right, title, lien, encumbrance, security interest or other interest in, on or to some or all of the income or profits (however they may be measured or defined, e.g., gross income, gross profit, operating profit, net profit) of Lessee, and (iv) the grant or transfer of any right, title, lien, encumbrance, security interest or other interest in, on or to some or all of the cash flow (however it may be measured or defined) of Lessee. If Lessee shall assign or attempt to assign its interest in the whole or any part of this Agreement in violation of this Article, such assignment shall be void and this Agreement shall thereupon automatically terminate. County's consent to one assignment shall not be deemed to be consent to any subsequent assignment.

XVI. Subcontracting and Subleasing

The BOCC, ECAT Board, or Aviation Director, as appropriate, must provide written approval for any sublease, assignment or subcontracting for the provisions of commercial services, products and services at the Airport.

XVII. Subordination

This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between Eagle County, State of Colorado, and the United States, relative to the development, operation or maintenance of the airport. This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or nonexclusive use of the airport by the United States during the time of war or national emergency.