

# **Rules and Regulations Chapter 1: General Aviation Minimum Standards**

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**City of Colorado Springs**

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## Article 1 – General Provisions

### Part 1      Numbering System, Definitions and Acronyms

#### 101      Numbering System

- A. When an article, part or section of the GA Minimum Standards is referenced within this document, the number shall consist of three (3) component parts separated by a period. The first number shall refer to the chapter number, the second figure shall refer to the article number and the third number (and any number or character following it) shall refer to the part and individual section number within the part. Note that the first number will always be “1”, the GA Minimum Standards is Chapter 1 in the Colorado Springs Airport Rules and Regulations.

#### 102      Definitions

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

**Accident**, A collision, exchange of energy or other contact between any part of an Aircraft, Vehicle, equipment, person, stationary object and/or other thing which results in Property damage, personal injury, or death.

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

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

Note: Any on-airport installation of Aircraft parts and or components is considered an Aeronautical Activity, however the on-airport manufacturer of Aircraft parts and or components for general distribution is not.

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

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

**Air Carrier**, Any air transportation company performing commercial air transportation services over specified routes to and from the Airport (including diversions), pursuant to published schedules. Such Air Carriers may provide passenger and/or all-cargo services to the Airport.

**Aircraft**, A machine or device, such as an airplane, helicopter, glider, or dirigible, that is capable of atmospheric flight.

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

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

Group I: Up to but not including 49 feet

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

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

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

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

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

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

**Aircraft Maintenance**, The repair, maintenance, alteration, calibration, adjustment, preservation, or inspection of an Aircraft airframe, powerplant, propeller, and/or accessories (including the replacement of parts).

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

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

**Aircraft Rescue and Fire Fighting (or “ARFF”)**, Personnel, equipment and facilities located on or off the Airport dedicated to dealing with Aircraft incidents or Accidents.

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

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

**Airport Layout Plan (or “ALP”)**, The FAA approved and Airport adopted drawing, as may be amended from time to time, which reflects an agreement between the FAA and Airport depicting the physical layout of the Airport and identifying the location and configuration of

current and proposed Runways, Taxiways, buildings, roadways, utilities, nav aids, etc. and proposed allocation of Airport land and/or Improvements to specific uses and/or development.

**Airport Security Plan**, A written program adopted by the Airport and approved by the Transportation Security Administration that provides for the safety and security of persons and property on the airport as required by 49 CFR Part 1542.

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

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

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

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

**Based Aircraft**, Any Aircraft that is operational and airworthy and based at the Colorado Springs Airport for a majority of the year.

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

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

**Certificate of Occupancy**, A certificate issued by the Pikes Peak Regional Building Department authorizing the occupancy or use (or change in occupancy or use) of a building or structure or a portion thereof. The City adopted the Pikes Peak Regional Building Code by reference through City Code 7.10.102.

**City of Colorado Springs (or "City")**, The City of Colorado Springs, Colorado, a home rule Colorado municipal corporation.

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

**Colorado Springs City Code (or "City Code")**, The Colorado Springs City Code is a published book of codified ordinances adopted by the City Council in accordance with section 3-130 of the Charter of the City of Colorado Springs.

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

**Commercial General Liability**, For damages due to bodily injury, personal injury, Property damage, contractual liability, products and completed operations and, if applicable, use of

unlicensed Vehicles that in any way arise from the use of the Leased Premises and operations or Activities of the entity. Unlicensed Vehicles operated on the Movement Area will require coverage in an amount not less than that identified for combined single limit per occurrence for bodily injury, personal injury, and Property damage.

**Commercial Operator**, An entity engaging in an Activity which involves, makes possible, or is required for the operation of Aircraft, or which contributes to, or is required for the safe conduct and utility of such Aircraft operations, the intent of such activity being to generate and/or secure earnings, income, Compensation (including exchange or barter of goods and service), and/or profit, whether or not such objectives are accomplished.

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

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

**Co-Op Fueling**, An organization of tenants of a single contiguous leasehold who have been issued a General Aviation Operator permit and authorized by the Director of Aviation to enter into an approved agreement to purchase, store and dispense fuel to eligible members of the cooperative at Colorado Springs Airport.

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

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

**Department of Homeland Security (or “DHS”)**, The Agency within the United States Government which is focused on protecting the American people and the homeland. DHS was established by the Homeland Security Act of 2002.

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

**Director of Aviation**, That person (or designated representative thereof) responsible for the administration and day-to-day operation and management of the Airport in accordance with City Code 14.1.202.

**Employee**, Any individual employed by an entity either directly or through an exclusive contract.

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

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

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

**Exclusive Right**, A power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right. An Exclusive Right can be conferred either by express Agreement (i.e. lease agreement), by the imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights, would be an Exclusive Right.

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

**Federal Aviation Regulation (or “FAR”)**, Regulations prescribed by the FAA governing all aviation activities in the United States, which are written, approved, and published by the FAA. Compliance with FARs are mandatory. In 1996, all references to the FARs were changed to 14 CFR (Title 14 of the Code of Federal Regulations).

**Federal Grant Assurance**, A Federal Grant Assurance is a provision within a Federal grant agreement to which the recipient of Federal airport development assistance has agreed to comply in consideration of the assistance provided. Grant Assurances are required by statute, 49 U.S.C. 47101.

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

**Full Service Fixed Base Operator (or “FSFBO”)**, A Full Service Fixed Base Operator (FSFBO) is a Commercial Operator engaged in, the sale of the following products and services:

1. The renting or subleasing of facilities to Aircraft Operators,
2. The sale of Aviation fuels (Jet Fuel and Avgas) and Aircraft lubricants at any authorized location on the Airport,
3. The provisions for Passenger, crew, and Aircraft ground services, support, and amenities,
4. Aircraft parking, Hangar, office, and shop,
5. Aircraft Maintenance service, and
6. Two of the three following additional Activities:
  - a. Avionics Instruments Services,
  - b. Aircraft Rental Services and/or Flight Training Services, or,
  - c. Aircraft Management and/or Charter Services.

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

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

**General Aviation Minimum Standards (or “Minimum Standards Program”)**, A program established by the Colorado Springs Airport to administer General Aviation Minimum Standards at the Airport.

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

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

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

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

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

**Landside**, The portion of the Airport used for activities other than the movement of aircraft, such as vehicle access roads and parking; the Landside area is outside of the airport fence line and accessible by the general public.

**Lease**, See “Agreement.”

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

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

**Limited Service Fixed Base Operator (or “LSFBO”)**, A Limited Service Fixed Base Operator (LSFBO) is a Commercial Operator engaged in the sale of the following products and services:

1. The renting or subleasing of facilities to Aircraft Operators,
2. The sale of Aviation fuels (Jet Fuel and Avgas) and Lubricants to Aircraft Operators located within the LSFBO’s **Leased Premises only**,
3. Aircraft Maintenance Services, and
4. Two of the three following additional Activity categories:
  - a. Avionics Instruments Services,
  - b. Aircraft Rental Services and/or Flight Training Services, or
  - c. Aircraft Management and/or Charter Services.

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

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

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

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

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

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

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

**Operator**, An entity that has entered into an Agreement with the Airport to engage in Aeronautical Activities (Commercial or Non-Commercial) at the Airport.

**Owner**, The registered legal Owner of an Aircraft according to FAA records.

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

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

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

**Primary Lessee**, The entity that has entered into an Agreement to occupy, use, and/or develop land and/or Improvements with the Airport.

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

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

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

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

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

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

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

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

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

**Signature Authority (or "Authorized Signatory")**, The individual(s) or designated representative(s) who have received training from the Airport and have been authorized by the Lessee/Operator and the Airport to sign applications for designated individuals requesting airport identification media for them.

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

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

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

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

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

**Sublessee**, An entity that has entered into a Sublease with an Operator or Lessee.

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

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

**Through-the-Fence**, Having direct access to the Airport from private property located contiguous to the Airport. Through-the-Fence entities, while being located off Airport property, have access to the Aircraft Operating Area (AOA).

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

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

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

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

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

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

Article 1 – Part 1

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

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

**103 Acronyms**

AC	Advisory Circular
ACSO	Aircraft Charter Services Operator
AISO	Avionics Instrument Services Operator
AMSO	Aircraft Management Services Operator
ARFF	Aircraft Rescue and Fire Fighting
ARSO	Aircraft Rental Services Operator
ASTO	Aircraft Storage Services Operator
A&P Mechanic	Airframe and Powerplant Mechanic
ALP	Airport Layout Plan
ATC	Air Traffic Control
CFR	Code of Federal Regulation
DHS	Department of Homeland Security
DOT	Department of Transportation
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration
FAR	Federal Aviation Regulation
FMSO	Fixed Maintenance Services Operator
FSFBO	Full Service Fixed Base Operator
FTSO	Flight Training Services Operator
LSFBO	Limited Service Fixed Base Operator
ME	Multi-Engine Aircraft
MMSO	Mobile Maintenance Services Operator
NFPA	National Fire Protection Association
OASO	Other Aeronautical Services Operator
SE	Single-Engine Aircraft
SPCC	Spill Prevention, Control, and Countermeasures
SASO	Specialized Aviation Services Operator
SWPPP	Storm Water Pollution Prevention Plan
TSA	Transportation Security Administration
TSASO	Temporary Specialized Aviation Services Operator

## Part 2 Introduction

### 201 Purpose

- A. The purpose of these General Aviation Minimum Standards (Minimum Standards) is to foster an environment at the Colorado Springs Airport (Airport) that ensures the following: (a) General Aviation safety and security, (b) The consistent provision of quality General Aviation products, services, and facilities, (c) The economic health of General Aviation Operators, (d) The development of quality General Aviation Improvements, and (e) The orderly development of Airport Property for General Aviation purposes.
  - 1. To this end, all qualified and experienced entities desiring to engage in General Aviation Aeronautical Activities at the Airport shall be accorded a reasonable opportunity, without unjust discrimination, to engage in such Activities, subject to fully complying with these Minimum Standards.
- B. General Aviation Aeronautical Activities may be undertaken that do not fall within the categories designated herein. In any such cases, appropriate Minimum Standards may be established by the Airport on a case-by-case basis for such Activities.

### 202 Applicability

- A. These Minimum Standards specify the standards and/or requirements that must be fully complied with by any entity desiring to engage in General Aviation Aeronautical Activities at the Airport.
  - 1. Any required determinations, interpretations, or judgments regarding what constitutes an acceptable minimum standard or requirement, or regarding compliance with such minimum standard or requirement, shall be made by the Airport. All entities may exceed the applicable Minimum Standards or requirements. No entity shall be allowed to engage in General Aviation Aeronautical Activities at the Airport under conditions that do not, in the Airport's sole discretion, fully comply with these Minimum Standards, unless an exemption or variance has been approved by the Airport.
  - 2. These Minimum Standards shall not be deemed to modify any existing Agreement under which an Operator is required to exceed these Minimum Standards nor prohibit the Airport from entering into or enforcing an Agreement that requires an Operator to exceed these Minimum Standards.
- B. All entities engaging in Aeronautical Activities at the Airport shall fully comply with or exceed the requirements in Article 1: General Provisions, as well as the Minimum Standards applicable to entity's Activities in subsequent sections (unless specifically exempted).

### 203 Governing Body

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

## Article 1 – Part 2

administration and operation of the Colorado Springs Airport is delegated to the Director of Aviation as per City Code 14.1.202.

**204 Statement of Policy**

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

**205 Non-Discrimination**

- A. No person shall, in the use of the Airport or the Improvements located at the Airport, discriminate against any person or class of persons by reason of race, creed, color, national origin, sex, age, or handicap in providing any products or services or in the use of any of its facilities provided for the public, or in any manner prohibited by applicable Regulatory Measures including 49 CFR Part 21 Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, as amended or reenacted.

**206 Effective Date**

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

## Part 3 General Requirements

### 301 Compliance with Regulatory Measures and Agreements

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

### 302 Conflicting Regulatory Measures and Agreements

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

### 303 Right to Self-Serve

- A. Provided that the requirements of the Airport's Minimum Standards Program and all applicable Regulatory Measures are met, an Aircraft Owner or the Aircraft Owner's Employees may perform services (fueling, maintenance, or repair) on the Aircraft Owner's Aircraft utilizing the Aircraft Owner's Vehicles, equipment, and resources (Self-Service). An Aircraft Owner or the Aircraft Owner's Employees are permitted to perform such services on the Aircraft Owner's Aircraft provided there is no attempt to perform such services for others for compensation or hire.
  - 1. No Lessee or Operator is required or obligated to allow an Aircraft Owner or the Aircraft Owner's Employees to engage in Self-Service activities on its exclusive Leased Premises.
  - 2. Self-Service activities cannot be contracted out to a third party. Upon request, the Aircraft Owner shall provide proof (such as payroll data) that the individual(s) engaging in Self-Service activities are Employees of the Aircraft Owner.

### 304 Through-the-Fence Activities

- A. Through-the-Fence activities are prohibited at the Airport.

### 305 Fines or Penalties

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

**306 Severability**

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

**307 Subordination**

- A. Should these Minimum Standards now or in the future conflict with any State or Federal laws, including Grant Assurances, then these Minimum Standards shall be subordinate to those State and Federal laws, rules and regulations.

**308 Notices, Requests for Approval, Applications, and Other Filings**

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

**309 Amendments**

- A. The Airport will notify all Permittees in writing of any amendments to the Minimum Standards Program.

**310 Variance or Exemption**

- A. The Airport in its sole discretion may, but is not obligated to, approve variances or exemptions to the Airport’s Minimum Standards Program when circumstances require.
- B. Prior to the Airport approving or denying a variance or exemption, the Airport shall conduct a review of all relevant information including those items described in Section 1.1.310C of these Minimum Standards as well as any other information that may be requested or required by the Airport.
- C. Approval or denial by the Airport of a variance or exemption shall be reasonable, not unjustly discriminatory, and consistent with prior decisions involving similar conditions, situations, or circumstances at the Airport (if any) and shall be provided in writing within 90 calendar days from the receipt of the written request.
1. If approved, the variance or exemption shall only apply to the special circumstances of the particular case for which the variance or exemption is granted.
  2. An approval by the Airport of a variance or exemption shall not serve to amend, modify, or alter the Airport’s Minimum Standards Program or any existing Agreement.

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

**311 Enforcement**

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

**312 Disputes**

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

**313 Rights and Privileges Reserved**

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

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

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

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

### **315 Exclusive Rights**

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

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

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

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

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

**317 Leased Premises**

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

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

### **318 Facility Maintenance**

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

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

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

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

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

### **320 Security**

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

### **321 Insurance**

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

### **322 Multiple Categories**

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

## Part 4 Commercial Requirements

### 401 Introduction

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

### 402 Experience/Capability

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

### 403 Products, Services, and Facilities

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

### 404 Employees

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

### 405 Aircraft, Equipment, and Vehicles

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

**406 Hours of Activity**

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

## Article 2 – General Aviation Aeronautical Activities

### Part 1 General Aviation Operator Permit

#### 101 Introduction

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

#### 102 Application

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

#### 103 Approved General Aviation Operator Permit

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

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

### 201 Introduction

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

### 202 Scope of Activity

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

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

**203 Leased Premises**

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

**204 Fuel Storage**

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

**205 Fueling Reports**

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

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

## 206 Refueling Vehicles and Equipment

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

## 207 Other Vehicles and Equipment

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

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

**208 Hours of Activity**

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

**209 Employees**

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

**210 Licenses and Certification**

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

**211 Aircraft Removal**

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

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

### 301 Introduction

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

### 302 Scope of Activity

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

**303 Leased Premises**

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

**304 Fuel Storage**

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

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

### 305 Fueling Reports

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

### 306 Refueling Vehicles and Equipment

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

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

**307 Hours of Activity**

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

**308 Employees**

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

**309 Licenses and Certification**

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

## **Part 4 Fixed Maintenance Services Operator (FMSO)**

### **401 Introduction**

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

### **402 Leased Premises**

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

### **403 Vehicles and Equipment**

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

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

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

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

### **501 Introduction**

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

### **502 Authorization and Restrictions**

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

### **503 Vehicles and Equipment**

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

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

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

## Part 6 Avionics Instrument Services Operator (AISO)

### 601 Introduction

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

### 602 Leased Premises

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

### 603 Employees

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

### 604 Vehicles and Equipment

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

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

### 701      **Introduction**

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

### 702      **Leased Premises**

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

### 703      **Employees**

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

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

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

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

**705 Hours of Activity**

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

**706 Insurance Disclosure Requirement**

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

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

### **801 Introduction**

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

### **802 Leased Premises**

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

### **803 Aircraft and Equipment**

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

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

**804 Hours of Activity**

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

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

### **901 Introduction**

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

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

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

### **902 Leased Premises**

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

### **903 Hours of Activity**

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

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

### **1001 Introduction**

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

### **1002 Leased Premises**

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

### **1003 Employees**

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

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

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

### **1005 Hours of Activity**

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

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

### **1101 Introduction**

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

### **1102 General**

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

## Part 12 Non-Commercial Fueling Operator

### 1201 Introduction

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

### 1202 Permit/Approval

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

### 1203 Fueling Reports

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

### 1204 Fuel Storage

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

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

**1205 Refueling Vehicles and Equipment**

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

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

### **1206 Enforcement**

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

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

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

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

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

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