
MINIMUM STANDARDS AND REQUIREMENTS
FOR THE CONDUCT OF
COMMERCIAL AERONAUTICAL SERVICES AND ACTIVITIES
AT THE
FREMONT COUNTY AIRPORT
LOCATED IN
FREMONT COUNTY COLORADO

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**MINIMUM STANDARDS AND REQUIREMENTS FOR THE CONDUCT OF
COMMERCIAL AERONAUTICAL SERVICES AND ACTIVITIES
AT THE
FREMONT COUNTY AIRPORT
CANON CITY, COLORADO**

**SECTION I
GENERAL INFORMATION**

A. PREAMBLE

The Fremont County Colorado Board of County Commissioners, responsible for the Administration of the Fremont County Airport, in order to foster, encourage, and ensure the economic growth and orderly development of general aviation and related aeronautical activities at the airport, has established certain Minimum Standards for all commercial aeronautical operations at the Fremont County Airport.

These Minimum Standards are intended to be the threshold entry requirement for those wishing to provide aeronautical services to the public at the Airport and act to ensure that those who have undertaken to provide commodities and services as approved are not exposed to unfair or irresponsible competition. These Minimum Standards were developed taking into consideration the aviation role of the Fremont County Airport, facilities that currently exist at the Airport, services being offered at the Airport, the future development planned for the Airport and to promote fair competition at the Fremont County Airport. The uniform application of these Minimum Standards relates primarily to the public interest and discourages substandard entrepreneurs, thereby protecting both the established aeronautical activity and patrons of the Fremont County Airport.

B. DEFINITIONS

“AOA” means Air Operations Area as defined herein.

“**Air Operations Area**” means any area of the Airport used for landing, takeoff or surface maneuvering of aircraft. The ADA is considered a Restricted Area and is off-limits to the general public.

“**Airport**” means all properties, both real and personal, that are owned or controlled by, or under option to Fremont County (“County”) for use as or on the Fremont County Airport.

“Airport Development Standards” means the requirements for physical development and improvements on the Airport as detailed in Attachment III of this document.

“Airport Manager” means the manager as defined herein.

“Airport Master Plan” means the official plans and documents of the Board detailing the future development of the Airport.

“Airport Rules and Regulations” means the “Fremont County Airport Rules and Regulations” as adopted and formally approved by the Board on April 27, 1999, as amended, within which are detailed provisions for the safe, orderly and efficient operation of the Airport.

“Board” means the Fremont County Board of County Commissioners.

“Club” means a non-commercial organization established to promote flying, develop skills in aeronautics, including pilotage, navigation, and awareness and appreciation of aviation requirements and techniques.

“Commercial Aeronautical Activities” See Commercial Aeronautical Services and Activities.

“Commercial Aeronautical Services” See Commercial Aeronautical Service and Activities.

“Commercial Aeronautical Services and Activities” means any service or activity conducted at the Airport which involves, makes possible or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations and is conducted by a Person who holds a License issued by the Board to conduct such service or activity.

“Commercial Flying Club” means any Person engaged in the ownership or lease of aircraft and providing flying services for the Club’s members and others but which does not meet the rigid requirements established for Exempt Clubs as established herein.

“County” means the County of Fremont County Colorado.

“EPA” means the U.S. Environmental Protection Agency.

“Fremont County Land Lease Agreement” means a lease agreement entered into between the Board and a Person providing specific terms and conditions for the conduct of an activity on the Fremont County Airport.

“Exempt Club” means a Club meeting the provisions of Section 111,10,c of this document.

“FAA” means the U.S. Federal Aviation Administration.

“**FAR**” means the Federal Aviation Regulations as written, approved and published by the FAA.

“**FBO**” means Fixed Base Operator.

“**Fixed Base Operator**” means any Person engaged in the enterprise of supplying transient and home-based aircraft services on the Airport as authorized and Licensed by the Board. Fixed Base Operator services include aircraft fueling, flight training, aircraft sales, airframe and power plant repair and maintenance, hangaring, parking (tie-down), aircraft rental, air taxi/air charter service and special services such as glider or parachute jumping operations.

“**Hazardous Material**” means a substance or material in a quantity or form that may pose an unreasonable risk to health, safety, or property when stored, transported or used in commerce as defined by the U.S. Department of Transportation or the Environmental Protection Agency.

“**License**” means an official written instrument issued by the Board granting a special privilege to conduct specific activities on the Airport. The License is authorized and granted by the Board after the license satisfies all necessary conditions as established in this Standards and Requirements document and pays the required annual license fee.

“**Licensed**” means the status of a Person who holds a License issued by the Board for activities on the Airport.

“**Local Fire Authority**” means the Florence Volunteer Fire Department, Florence, Colorado.

“**Manager**” means that Person appointed by the Board as responsible for the day-to-day administration, operation and maintenance of the Airport and all Airport property, material assets, financial assets and employees.

“**Minimum Standards**” means the specific requirements as set forth in this document for business operations conducted on the Airport.

“**NFPA**” means the National Fire Protection Association.

“**Operator**” means any Person engaged in any business on the Airport who is authorized by a written agreement, and holds a License issued by the Board, to conduct such business.

“**Person**” means an individual, firm, partnership, corporation, company association, joint-stock association, or governmental entity. It includes a trustee, receiver, assignee, or similar representative of any of them.

“Restricted Areas” means areas on the Airport closed to access by the general public. These are limited access areas that the Board, the FAA, or Operators have elected to restrict for purposes of security or safety.

“Standards and Requirements” means this document entitled “Minimum Standards and Requirements for the Conduct of Commercial Aeronautical Services and Activities at the Fremont County Airport” as adopted and formally approved by the Board on April 27, 1999, as amended, within which are detailed provisions outlining the Minimum Standards acceptable by the Board for business firms aspiring to conduct business operations on the Airport.

“Transient Aircraft” means any aircraft not “home based” at the Airport but transiting the Airport, obtaining fuel service or other service at the Airport, or on-loading or off-loading passengers or cargo. Transient Aircraft are “home based” elsewhere but may park or hangar at the Airport for short periods of time.

“Temporary FBO” means any Person who, by written agreement with the Board, conducts FBO services listed in Section III on the Airport for a period not exceeding 30 days.

C. INTRODUCTION

The following sections set forth the Minimum Standards for an Operator engaging in one or more Commercial Aeronautical Services and Activities operations on the Airport. These Standards and Requirements are not intended to be all-inclusive as the Operator of a commercial venture who is based on the Airport will be subject additionally to applicable Federal, State and local laws, codes, ordinances and other similar regulatory measures, including Airport Rules and Regulations pertaining to all such activities.

A written agreement, properly executed between the Board and the Operator, is a prerequisite to tenancy on the Airport and both the written agreement and tenancy are prerequisites to the commencement thereon of any Commercial Aeronautical Services and Activities operations. The agreement provisions, however, will be compatible with the Minimum Standards herein contained and will not change or modify these Standards and Requirements. These Standards and Requirements may be included as part of all leases between the Board and any Person desiring to be based on the Airport and engage in any Commercial Aeronautical Services and Activities. Information relative to rentals, fees and charges applicable to Commercial Aeronautical Services and Activities will be made available to the prospective Operator by the Board at the time of application or during contract negotiations.

The Board has responsibility and control over all Commercial Aeronautical Services and Activities on the Airport. The Board may, from time to time, delegate such selected responsibilities or control as it sees fit to the Manager or other County representatives.

D. RETROACTIVE CONSIDERATIONS AND AMENDMENTS

These Standards and Requirements apply to Operators with existing operations on the Airport at the time of adoption hereof to the extent they do not conflict with provisions and requirements of existing written agreements, leases or contracts between the Board and an Operator and which provisions and requirements of such contracts, leases or agreements are enforceable at law. If an Operator feels that such compliance would create an undue hardship then the Operator may make a written request to the Board to be exempt from the specific requirement(s) creating the hardship. The Board may, at its discretion, provide a temporary or permanent exemption as requested by the Operator.

Existing Leasee's who make improvements or repairs to their leased property are subject to all the provisions of these Standards and Requirements relating to such improvements.

These Standards and Requirements may, from time to time, be amended or supplemented by the action of the Board in such manner and to such extent as the Board deems appropriate with the following provisions:

(1) Prior to any amendment or supplement to these Standards and Requirements all Licensed Operators on the Airport will be given written notice of the proposed changes;

(2) A hearing will be held not less than ten (10) nor more than forty five (45) days following the date of mailing or hand delivery of said written notice at a time and place determined by the Board;

(3) At said hearing any Licensed Operator may appear, in person or by counsel, and state objections, if any, to such proposed amendments or supplements to these Standards and Requirements, and;

(4) Upon adoption of any amendment or changes to these Standards and Requirements all Operators must comply with the revised provisions. If an Operator feels that such compliance would create an undue hardship then the Operator may make a written request to the Board to be exempt from the specific revised requirement(s) creating the hardship. The Board may, at its discretion, provide a temporary or permanent exemption as requested by the Operator.

E. STATEMENT OF POLICY

A fair and reasonable opportunity, without discrimination, shall be accorded to all applicants to qualify and compete for available Airport facilities and the furnishing of selected aeronautical services subject, however, to the Minimum Standards set forth herein for Commercial Aeronautical Services and Activities at the Airport.

Contingent upon meeting the required qualifications, the meeting of these Standards and Requirements, the execution of a written agreement with the Board, the obtaining of the required licenses and permits and the payment of the prescribed rentals, fees and charges, the Operator shall have the right and privilege of engaging in and conducting the specified activity or activities on the Airport. The granting of such right and privilege, however, shall not be construed in any manner as affording the Operator any exclusive right for use of the premises and facilities at the Airport other than those premises which may be leased exclusively, and then only to the extent provided in the written agreement. The Board reserves and retains the right for the use of the Airport by others who may desire to use the Airport, pursuant to applicable Federal, State and local laws, ordinances, codes, and other regulatory requirements. The Board further reserves the right to designate the specific Airport areas in which a single, or a combination of, aeronautical service(s) may be conducted. Such designation shall give consideration to the nature and extent of the operation and the lands and improvements available for such purpose, consistent with the orderly and safe operation of the Airport and the Airport Master Plan.

Leased ground that has access to the runways and taxiways will have a maximum lease term of twenty-five (25) years with one five (5) year renewal option. At the beginning of the five (5) year lease option the lease rate shall be re-negotiated to reflect current conditions. At the end of the lease term, and any option extension, the ownership of all the permanent improvements constructed by the lessee shall become the property of the County. Upon expiration of the lease the lessee shall have the first right of refusal to lease the facilities for an additional lease term.

F. APPLICATION PROCESS

The prospective Operator shall submit an official application form (Attachment 11), to the Board at the time of application including the specified information and, thereafter, such additional information as may be requested by the Board.

I. Contents of Application

As a prerequisite to the granting of an operating privilege on the Airport, the prospective Operator must submit a detailed description of the scope of the intended operation, and the means and methods to be employed to accomplish the contemplated requirements, in order to provide high-quality service to the aviation and general public on the Airport including, but not limited to, the following:

- (1) The name, address and telephone number of the applicant, owners, and/or officers.
- (2) The requested or proposed date for commencement of the activity and the Term of conducting the same.

- (3) The services to be offered.
- (4) The amount, size and location of land to be leased.
- (5) The size and position of the building space to be constructed or leased.
- (6) The number of aircraft to be provided (as applicable).
- (7) The number of persons to be employed.
- (8) The hours of proposed operation.
- (9) The number and types of insurance coverage to be maintained.

2. Financial Responsibility and Capability

The Prospective Operator must provide a financial statement, prepared and certified by a Certified Public Accountant, showing evidence of the applicant's financial capability. In lieu of a statement from a CPA the applicant may provide to the Board a letter or statement from an area bank or trust company, or from such other comparable source that may be acceptable to the Board, attesting to the financial qualifications of the applicant. The applicant's financial statements must demonstrate to the satisfaction of the Board the applicant's financial capability to perform on all construction or improvements agreed to, the ability to initiate the proposed operations and the ability to finance the required working capital to carry on the proposed operations on the Airport. The applicant's financial information will include cash flow and a profit and loss projection for the first five years of the proposed operation.

3. Requirement of a Written Agreement

Prior to the commencement of operations, the Prospective Operator will be required to enter into a written agreement with the Board, which agreement will recite the terms and conditions under which the Operator will conduct business on the Airport, including but not limited to, the term of agreement; the rentals, fees, and charges, the rights, privileges and obligations of the respective parties; and other relevant covenants. It should be understood, therefore, that neither the conditions therein contained nor those set forth in these Standards and Requirements represent a complete recitation of the provisions to be included in the written agreement. Such contract provisions, however, will neither change nor modify these Standards and Requirements, nor be inconsistent therewith. A Fremont County Land Lease Agreement, containing the appropriate provisions, would satisfy this requirement.

4. Airport Development Standards

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

5. Insurance

The Operator shall procure, maintain, and pay premiums, during the term of the agreement, for insurance of the types and in the minimum limits set forth in Attachment I of these Standards and Requirements for the respective categories of aeronautical services. The insurance company, or companies, writing the required policy, or policies, shall be licensed to do business in the State of Colorado.

Where more than one aeronautical service is provided, the minimum limits will vary (depending upon the nature of individual services in such combination) but will not necessarily be cumulative in all instances. For example, if the Operator carries on three (3) activities it would not be necessary for the Operator to carry insurance policies providing the aggregate or combined total of the minimum limits for each type of operation, however, if one of the selected activities required passenger liability coverage or hangar keeper's liability not required in either of the other two (2) categories, the Operator would be required to provide insurance on the applicable exposures. As further example, the minimum limit for property damage on a combination of activities would be the highest minimum limit stated in the grouping chosen. Because of these variables, the applicable minimum insurance coverage on combinations of services will be discussed with the prospective Operator at the time of application or otherwise during lease negotiations.

All insurance, which the Operator is required by the Board to carry and keep in force, shall include the County, the Board, the Manager and all other Airport personnel, and the officers and agents of each as additional-named insured.

The Operator shall furnish evidence to the Board of compliance with these requirements, including certification that all required insurance is in force. No less than ten (10) days prior to any changes in insurance coverage, which will result in a reduction of coverage, the Operator will notify the Board of such impending change. In the event of cancellation of coverages a thirty (30) day written notice of cancellation shall be provided to the Board by the underwriter. Proof of the required insurance shall be continually provided to the Board throughout the lease term.

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

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

Any Operator who, by nature of size and financial ability, has become self-insured, shall furnish evidence of such self-insurance and shall hold the County, Board, the Manager and their assigns harmless in the event of any claims or litigation arising out of the Operator's activities on the Airport. The amount of self-insurance shall meet the minimum requirements set forth on Attachment I.

If an Operator's activity causes a significant increase in County insurance costs, said Operator shall reimburse County for such increase within 10 days following receipt of a request for reimbursement.

**SECTION II
GENERAL REQUIREMENTS AND CONDITIONS**

A. PHYSICAL FACILITIES

1. Space Requirements

The land and building requirements for use by any Operator on the Airport shall be determined by the Board in consultation with the Operator and shall be based on the nature and level of service to be provided and be compatible with the Airport Master plan.

2. Access and Office Requirements

The Operator shall provide a walkway within the leased area to accommodate pedestrian access to the Operator's office, a paved aircraft apron with tie-down facilities within the leased area sufficient to accommodate those activities and operations, and telephone facilities for customer use. Floor space allotments shall include a properly heated, cooled and lighted office, customer lounge and restroom facilities and be constructed and maintained according to applicable Federal, State and local laws, ordinances, codes and other regulatory measures now in existence or as may be hereafter modified or amended.

3. Maintenance and Upkeep

The Operator shall maintain the pavement constructed by the Operator. The maintenance of any building used by the Operator, utility costs, and trash removal shall be the Operator's responsibility. If the Operator leases interior space only, within a County owned building, then the Operator will be responsible only for the upkeep of the interior portion of the building leased plus any allocated costs for utilities and trash removal. Utility line maintenance outside the Operator's delineated property boundary shall be the County's responsibility. Grass mowing and landscape maintenance within the Operator's leased area shall be the Operator's responsibility.

B. RENTAL RATES AND FEE SCHEDULES

All Operators shall pay the applicable lease, rentals, and fees in the amounts shown on Attachment IV and as such schedule may be revised from time to time.

C. MOTOR VEHICLES ON AIRPORT

The Operator will control the transportation of pilots and passengers of transient general aviation aircraft using the Operator's facilities and services between the Operator's office and the Operator's aircraft apron tie-down area(s). The Operator performing this service with motor vehicles driven on the Airport runway-taxiway system shall do so only in strict accordance with the Airport Rules and Regulations, applicable Federal, State and municipal laws, ordinances, and codes or other similar regulatory measures now in existence or as may be hereafter modified or amended. The Operator shall procure and maintain for any motor vehicles operated on the Airport, Motor Vehicle Liability Insurance in the amount specified in Attachment I.

D. GENERAL LEASE CLAUSES

The following lease clauses shall be included as a minimum in all leases between the Board and the Operator engaged in any Commercial Aeronautical Services and Activities on the Airport.

1. Non-Discrimination – Premises to be Operated for the Use and Benefit of the Public

The Operator agrees to operate the premises leased for the use and benefit of the Public:

- a. To furnish good, prompt and efficient service, adequate to meet all demands for the provided service at the Airport.
- b. To furnish said service on a fair, equal and nondiscriminatory basis to all users thereof.
- c. To charge fair, reasonable and nondiscriminatory prices for each unit of sale or service, provided that the Operator may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reduction to volume purchasers. The Operator, the Operator's agents, and employees will not discriminate against any person or class of persons by reason of race, color, creed, sex, age or national origin in providing any services or in the use of the Operator's facilities provided for the public in any manner prohibited by Part 15 of the Federal Regulations. The Operator further agrees to comply with such enforcement procedures as the United States might demand of the Board.

2. Aircraft Service by Owner or Operator of Aircraft

No right or privilege granted herein shall serve to prevent persons operating aircraft on the Airport from performing any services on their own aircraft with their own regular employees (including, but not limited to, maintenance and repair), provided that safety procedures and regulations in the Airport Rules and Regulations and hangar lease agreements are abided by.

3. Non-Exclusive Rights

Nothing herein contained shall be construed to grant or otherwise authorize the granting of an exclusive right, except as to the areas to be occupied by the Operator, which areas shall be for the Operator's exclusive use.

4. Airport Development

The Board reserves the right to further develop or improve the Air Operations Area of the Airport as it sees fit, and without unreasonable interference or hindrance. If the physical development of the Airport requires the relocation of Operator-owned facilities, the Board shall provide a comparable location and relocate all Operator-owned buildings or provide similar facilities for the Operator at no cost to the Operator for such relocation. The Board will make every reasonable effort to avoid interruption to the Operator's activities during such relocation.

5. Board's Rights

The Board reserves the right (but shall not be obligated to the Operator) to maintain and keep in repair the Air Operations Area of the Airport and all publicly-owned facilities of the Airport together with the right to direct and control all activities of the Operator in this regard.

6. Airport Obstructions

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

7. Subordination

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

8. Compliance with Laws, etc.

The Operator shall at all times comply with the Airport Rules and Regulations, Federal, State and municipal laws, ordinances, codes and other regulatory measures now in existence or, as may be hereafter modified or amended, applicable to the specific type of operation contemplated by the Operator. The Operator shall procure and maintain during the term of the agreement all licenses, permits and other similar authorizations required for the conduct of the Operator's business.

9. Indemnity

The Operator shall hold the County, Manager and all other Airport personnel, and their officers and agents harmless from and against all suits, claims, demands, actions, and/or causes of action of any kind or nature in any way arising out of, or resulting from the Operator's tenancy and activities and shall pay all expenses in defending any claims against all such parties by reason of such tenancy and activities.

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

11. No Sham Affidavit

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

12. Termination

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

13. Assignment

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

E. SUBLEASES

In the event an Operator desires to sublease space to another Person to provide one or more Commercial Aeronautical Services and Activities, the Operator shall:

- a. Obtain prior written approval from the Board to sublease the space and function; and,
- b. Pay the Board additional fees which will be negotiated if the sublease is greater than the lease.

F. CONSUMPTION OF ALCOHOL ON AIRPORT PROPERTY

No person shall use or dispense alcoholic beverages, or possess an opened container of an alcoholic beverage, in any public building owned by County, or upon any public airport property owned by County (indoors and outdoors), except by prior approval of the Board of County Commissioners in accordance with Colorado liquor laws.

SECTION III

FIXED BASE OPERATOR

A. PERMITTED FBO OPERATIONS

A Fixed Base Operator (FBO) is a person holding a License issued by the Board to operate and maintain major facilities at the Airport for the purpose of conducting one or more of the following:

- 1. Aircraft Line Services:**
 - a. Fueling, lubricating and miscellaneous service
 - b. Ramp parking and tie-down
 - c. Crew and passenger lounge facilities
 - d. Public rest rooms and telephone
 - e. Loading, unloading and towing
 - f. Hangar storage
- 2. New and Used Aircraft Sales**
- 3. Avionics, Instrument or Propeller Repair**
- 4. Aircraft Rental**
- 5. Aircraft Charter and Air Taxi Service**
- 6. Flight Instruction and Training**
- 7. Airframe and Power Plant Repair**
- 8. Skydiving Operations**
- 9. Glider Operations**
- 10. Commercial Flying Club**
- 11. Specialized Commercial Aeronautical Services and Activities**

B. MINIMUM REQUIREMENTS FOR FBO OPERATORS

A Fixed Base Operator (FBO) shall meet all of the applicable Minimum Standards contained in the Standards and Requirements document plus the following Minimum Standards for the specific service(s) for which they are Licensed by the Board to provide at the Airport.

1. Aircraft Line Services

An Aircraft Line Service FBO is a person holding a License issued by the Board to provide line services to the public for transient and Airport based aircraft. The Aircraft Line Services FBO must meet the following Minimum Standards for each specified activity.

a. Fueling, Lubricating and Miscellaneous Services:

- (1) Fuel Supply Assurance. The Operator shall demonstrate, to the satisfaction of the Board, that suitable and enforceable arrangements or agreements have been made with a reputable aviation gasoline and lubricant distributor to purchase aviation fuel and oil in such quantities as are necessary to meet the requirements set forth herein.
- (2) Service Availability. Fuel and lubricating sales, and into-plane delivery of aviation fuels, lubricants and other related petroleum products shall be provided by the FBO seven (7) days a week from 8:00 a.m. to 5:00 p.m. by onsite personnel. Fuel service only shall be provided at other hours by the availability of “on call” personnel or by automated “payment by credit card” type dispensing equipment. The FBO shall make available to the public 100 octane aviation gasoline and Jet A fuel. MOGAS, when provided, shall be supplied only to those aircraft that have been certified under the appropriate supplemental type certificate to use this type of fuel.
- (3) Fuel Quality. Quality control of the fuel is the responsibility of the Operator. All fuel delivered to the public shall be clean, bright, pure and free of microscopic organisms, water and other contaminants.

(4) Dispensing Requirements. All mobile and fixed fuel dispensing equipment shall be equipped with appropriately marked devices, of a type approved by the Federal Aviation Administration, for efficient and safe servicing of all types of general aviation aircraft. At a minimum the FBO shall have one fuel dispenser having appropriate filter and metering devices for dispensing aviation fuel from the FBO's mobile or fixed storage tanks. If the FBO elects to utilize mobile dispensing trucks, such trucks shall have a minimum capacity of 800 gallons for 100 octane and 2,000 gallons for Jet A. Dispensing trucks shall be properly maintained, operated and equipped in accordance with applicable FAA, Board, Local Fire Authority and National Fire Protection Association recommendations, requirements and regulations. A separate dispensing pump for each grade of fuel shall be provided.

(5) Fire Safety Provisions. In conducting refueling operations, FBO shall install and use adequate electrical grounding facilities at fueling locations to eliminate the hazards of static electricity and shall provide approved types of fire extinguishers or other equipment commensurate with the hazard involved with fueling, defueling, and servicing aircraft. All FBO fueling services and systems shall be subject to inspection for fire and other hazards by the Airport Manager and the appropriate Federal, State, and local fire agencies. The FBO shall meet all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations pertaining to fire safety. Fuel dispensing shall be done in full compliance with FAA regulations including proper fire protection and electrical grounding of aircraft during fueling operations.

(6) Storage Tanks. If the FBO elects to have fixed storage tanks, the FBO shall provide at least two fuel storage tanks with a capacity of 2,000 gallons each, plus, if supplied, 1,000 gallons storage capacity for MOGAS. Fuel storage tanks shall be underground unless otherwise authorized. All tank installations shall be in a location consistent with the Airport Master Plan and approved by the Board prior to installation. All fixed tank installations shall comply with applicable Uniform Building Code Standards, fire codes and ordinances of the Board and the local Fire Authority and the recommendations of the National Fire Protection Association. A spill prevention and cleanup plan shall be prepared and approved by the Board and kept on file at the Manager's office. The tank owner shall be liable for, and indemnify the County, Board, Manager and all Airport personnel from liability that may result from leaks, spills, or other damage done through the use of and dispensing of fuel.

(7) Tank Compliance. Fuel storage tanks shall comply with requirements set out by the Environmental Protection Agency, FAA, State of Colorado and the local Fire Authority including proof of liability and financial responsibility as required by the EPA.

(8) Fuel Farm Plans. All plans and specifications for the fuel farm, including landscaping, shall be prepared and presented pursuant to the requirements of Attachment III and shall require the written approval of the Board before any construction or installation may be undertaken.

(9) Fuel Farm Maintenance. The FBO shall, at the FBO's sole expense, maintain the fuel farm, all improvements thereon, and all appurtenances thereto, in a presentable condition consistent with good business practice. All fuel farm installation shall be equal to or better in appearance and character than other similar improvements on the Airport. The FBO shall repair all damages caused by the FBO's employees or patrons to their operations on the Airport and shall maintain and repair all equipment and keep the premises in safe, neat and good physical condition.

(10) Record Keeping and Accountability. The FBO shall maintain an accurate set of records detailing the total gallons of fuel purchased from vendors and delivered to customers so that the proper fuel royalty fees can be collected by the County. All aviation fuels and oils delivered to the Operator by vendors will be considered by the Board to be fuels and oils required to be accounted for as fuel sold for purposes of royalty payments at rates established in Attachment IV. All records will be subject to audit at such times as may be determined by the Board.

(11) Alterations and Maintenance. In the event the Board determines that it is necessary for the FBO to make physical changes on the FBO's premises, the FBO shall promptly make such changes and installations at the FBO's sole expense, which changes shall be subject to the approval of the Board. Upon written notice by the Board, the FBO shall be required to perform whatever reasonable maintenance the Board deems necessary. If efforts to perform the required maintenance is not commenced within 10 days after receipt of written notice from the Board, or if the effort to perform the maintenance is not diligently pursued, then the Board shall have the right to enter upon the premises and perform the necessary maintenance, the cost of which shall be borne by the FBO.

(12) Personnel Qualifications. Personnel used to dispense aircraft fuels and lubricants shall be trained in the proper recognition of aircraft fuel tank markings, kinds and grades of aircraft fuels and lubricants, and safety precautions necessary for fuel handling. Such personnel must either be in uniform while servicing aircraft or wear sufficient distinguishing clothing so that the public may know which person is authorized to dispense petroleum products.

(13) NFPA and API Requirements. In all matters relating to aircraft fueling safety and servicing, the provisions of NFPA manual 407 “Aircraft Fuel Servicing”, together with the American Petroleum Institute Quality Control Standards, including amendment to such documents as may be made from time to time, shall be complied with for all Airport fueling operations. In the event of conflict between such documents and the standards set forth elsewhere herein, the standards set forth herein shall control.

(14) Waste Disposal. The FBO shall provide for the adequate and sanitary handling and disposal, away from the Airport, of all trash, waste and other materials, including but not limited to used oil, solvents and other waste. The piling or storage of crates, boxes, barrels and other containers will not be permitted within the leased premises.

(15) Ancillary and Other Services. The FBO shall provide proper equipment for repairing and inflating aircraft tires, servicing oleo struts, changing engine oil, washing aircraft and aircraft windows, and recharging or energizing discharged aircraft batteries and starters.

NOTE Self-Fueling Those individuals desiring to provide their own non-commercial self-fueling services must obtain a Non-Public Fuel Dispensing License from the Board and comply with all of the guidelines, recommendations and requirements contained in Attachment IV of these Standards and Requirements.

b. Ramp, Parking and Tie-downs

The Line Services FBO shall provide adequate tie-down facilities and equipment, including ropes, chains and other types of restraining devices, and wheel chocks for the minimum number of typical aircraft serviced by the FBO.

c. Crew and Passenger Lounge Facilities

The Line Services FBO will provide a conveniently located, heated and air conditioned lounge, or waiting room, for passengers and crews.

d. Public Rest Rooms and a Telephone

The Line Services FBO will provide rest rooms that are conveniently located, heated and ventilated and accessible to the passengers and crews and such facilities will be maintained in a clean and sanitary manner. At least one working telephone will be provided for public use.

e. Loading, Unloading and Towing

The Line Services FBO shall provide adequate loading, unloading and towing equipment to safely and efficiently move aircraft and store them in times of all reasonably expected weather conditions.

f. Hangar Storage

The Line Services FBO shall provide, or lease from the Board, suitable hard surfaced hangar storage facilities.

2. New and Used Aircraft Sales

a. General

An Aircraft Sales FBO is a Person Licensed by the Board to engage, on the Airport, in the sales of new and/or used aircraft through franchises, licensed dealership or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer or otherwise, and provide such repair, services and parts as necessary to meet any guarantee or warranty on new and/or used aircraft sold by it.

b. Minimum Standards.

The Aircraft Sales FBO shall meet the following Minimum Standards:

- (1) Provide office space for consummating sales and the keeping of the proper records in connection therewith;
- (2) Provide hangar storage space or tie-down space for at least one aircraft to be used for sales;
- (3) Maintain for sales activity of new aircraft, a sales or distributorship franchise from a recognized aircraft manufacturer of new aircraft and at least one demonstrator model of such aircraft;
- (4) Have on the FBO's premises, or on call, at least one certified pilot capable of demonstrating aircraft offered for sale. The certified pilot shall be available as required during the working day;
- (5) Have on hand the minimum stock of readily expendable spare parts, or adequate arrangements for securing spare parts required for the type of aircraft and models sold;

- (6) Have readily available current up-to-date specifications and price lists for types and models of new aircraft sold;
- (7) Have proper check lists, operating manuals and adequate parts catalogue and service manual on new aircraft sold;
- (8) Own or lease adequate facilities for servicing and repairing the aircraft;
- (9) Provide a hard surfaced, on-site auto parking space sufficient to accommodate all anticipated customer and employee vehicles as well as a paved aircraft apron sufficient to park two (2) aircraft, all within the leased area. If this is not possible, alternate sites may be used for this purpose and must first be approved by the Manager.

3. Avionics, Instrument or Propeller Repair

a. General

An Avionics, Instrument or Propeller Repair facility FBO is a Person licensed by the Board to engage, on the Airport, in the business of and providing a facility for, the repair of aircraft radios and electrical systems, instruments, propellers and other accessories. The FBO providing this service may sell parts and accessories of the type required for the service provided.

b. Minimum Standards

The Avionics, Instrument and Propeller Repair FBO shall meet the following Minimum Standards:

- (1) Provide a hard surfaced, on-site auto parking space sufficient to accommodate all anticipated customer and employee vehicles as well as a paved aircraft apron sufficient to park two (2) aircraft, all within the leased area. If this is not possible, alternate sites may be used for this purpose and must first be approved by the Board;
- (2) Provide service in this category as required;
- (3) Provide sufficient trained personnel in such numbers as are required to meet the standards as set forth in this category but not less than one (1) person currently certified by the Federal Aviation Administration with rating appropriate to the work being performed;
- (4) Obtain and keep in force and effect, a ready source of supply of exchange or replacement (new and/or used) parts to the extent necessary to meet the reasonable needs of the Operator's customers;

(5) Shall have a Certified Radio Repair Station Class I and II license issued by the Federal Aviation Administration.

4. Aircraft Rental

a. General

An Aircraft Rental FBO is a Person Licensed by the Board to engage, on the Airport, in the rental of aircraft to the public.

b. Minimum Standards

The Aircraft Rental FBO shall meet the following Minimum Standards:

- (1) Have available for rental, either owned or under written lease to the Operator, a sufficient number of aircraft properly certificated to handle the proposed scope of operation;
- (2) Have on the premises, or on call, at least one certificated pilot capable of checking out other pilots in rental aircraft. Such person shall be available as required during the working day;
- (3) Provide a hard surfaced, on-site auto parking space sufficient to accommodate all anticipated customer and employee vehicles as well as a paved aircraft apron sufficient to park two (2) aircraft, all within the leased area. If this is not possible, alternate sites may be used for this purpose and must first be approved by the Board;
- (4) Have proper checklists and operating manuals on all aircraft rented.

5. Aircraft Charter and Air Taxi Service

a. General

An Aircraft Charter or Air Taxi Service FBO is a Person Licensed by the Board to engage, on the Airport, in the business of providing air transportation (persons or property) to the public for hire, either on a charter basis or as an air taxi operator, as defined by the Federal Aviation Administration.

b. Minimum Standards

The Aircraft Charter and Air Taxi Service FBO shall meet the following Minimum Standards:

- (1) Provide adequate table, desk or counter for checking in passengers, handling fare collections, and handling of luggage as well as crew and passenger lounge facilities;
- (2) Provide suitable, properly certified aircraft with properly certificated and qualified operating crew;
- (3) Provide a hard surfaced, on-site auto parking space sufficient to accommodate all anticipated customer and employee vehicles as well as a paved aircraft apron sufficient to park two (2) aircraft, all within the leased area. If this is not possible, alternate sites may be used for this Purpose and must first be approved by the Board.

6. Flight Instruction and Training

a. General

A Flight Instruction and Training FBO is a Person Licensed by the Board to engage, on the Airport, in instructing pilots in dual and solo flight training, in fixed and/or rotary wing aircraft and provides such related ground school instruction as is necessary preparatory to taking a written examination and flight check ride for the category or categories of pilots' licenses and ratings involved.

b. Minimum Standards

The Flight Instruction and Training FBO shall meet the following Minimum Standards:

- (1) Have available at least one properly certificated flight instructor;
- (2) Have available at least one dual control equipped single engine aircraft properly equipped and maintained for flight instruction and such additional types of aircraft as may be required to give flight instruction for the type of instruction provided;
- (3) Provide adequate office and classroom space for at least two students with proper restroom and seating facilities;
- (4) Have available for student instruction adequate mock-ups, pictures, slides, film strips and other visual aids necessary to provide proper ground school instruction;
- (5) Maintain continuing ability to meet certification requirements of the FAA for the flight training provided;

(6) Provide a hard surfaced, on-site auto parking space sufficient to accommodate all anticipated customer and employee vehicles as well as a paved aircraft apron sufficient to park two (2) aircraft, all within the leased area. If this is not possible, alternate sites may be used for this purpose and must first be approved by the Board.

7. Airframe and Power Plant Repair

a. General

An Airframe and Power Plant Repair Facility FBO is a Person that holds applicable certificates and ratings from the FAA and has been licensed by the Board to provide one or a combination of airframe and power plant repair services on the Airport. The FBO providing this service may also include the sale of aircraft parts and accessories related to the services provided.

b. Minimum Standards

The Airframe and Power Plant repair Facility FBO shall meet the Following Minimum Standards:

(1) Provide a hard surfaced, on-site auto parking space sufficient to accommodate all anticipated customer and employee vehicles as well as a paved aircraft apron sufficient to park one aircraft, all within the leased area. If this is not possible, alternate sites may be used for this purpose and must first be approved by the Board;

(2) Provide sufficient hangar space to house any aircraft upon which airframe or engine repairs are being performed;

(3) Provide suitable inside and outside storage space for aircraft before and after repair and maintenance have been accomplished;

(4) Have available suitable tractors, tow bars, jacks, dollies, and other equipment, supplies and parts equivalent to that required for certification by the FAA as an Approved Repair Station;

(5) Provide service in this category as required;

(6) Provide sufficient trained personnel in such numbers as are required to meet the standards set forth in this category but no less than one (1) person currently certified by the Federal Aviation Administration with ratings appropriate to the work being performed and who holds an airframe and power plant rating with an Aircraft Inspector authorization and one other person not necessarily rated;

(7) Provide equipment, parts and supplies to perform maintenance in accordance with manufacturer's recommendations and to meet the needs of the various types of aircraft normally based at and transiting the Airport;

(8) An FBO desiring to offer aircraft painting services shall provide a separate enclosed painting area of sufficient size to accommodate the largest anticipated aircraft to be painted. Such facility shall meet all current and future local and State, Federal, industrial and local fire codes which pertain to this type of facility and operation.

8. Skydiving Operations

a. General

A Skydiving Operation FBO is a Person Licensed by the Board to engage, on the Airport, in the business of providing primary parachute jump training and services for experienced skydivers.

b. Minimum Standards

The Skydiving Operations FBO shall meet the following Minimum Standards:

(1) Comply with FAR Part 105, Part 91, FAA Advisory Circular 90-66A (current editions), and United States Parachute Association (USPA) Basic Safety Regulations (BSR's);

(2) Provide adequate hangar space for parachute packing and ground training of personnel;

(3) Provide at least one properly certificated aircraft with qualified pilot to be used as a "jump aircraft";

(4) Coordinate all special skydiving events with the Airport Manager;

(5) Provide a hard surfaced, on-site auto parking space sufficient to accommodate all anticipated customer and employee vehicles as well as a paved aircraft apron sufficient to park two (2) aircraft, all within the leased area. If this is not possible, alternate sites may be used for this purpose and must first be approved by the Board.

9. Glider Operations

a. General

A Glider Operations FBO is a Person licensed by the Board to engage, on the Airport, in the business of providing flight training in gliders and the towing or ground launch of gliders. The Glider Operations FBO may also provide service and maintenance of gliders.

b. Minimum Standards

The Glider Operations FBO shall meet the following Minimum Standards:

- (1) Provide adequate office and classroom space to train personnel;
- (2) Coordinate all special glider events with the Manager;
- (3) Assure that staging for glider launches on the main runway is held to a minimum;
- (4) Provide a hard surfaced, on-site auto parking space sufficient to accommodate all anticipated customer and employee vehicles as well as a paved aircraft apron sufficient to park two (2) aircraft, all within the leased area. If this is not possible, alternate sites may be used for this purpose and must first be approved by the Board.

10. Commercial Flying Club

a. General

A Commercial Flying Club FBO is a Person Licensed by the Board to engage, on the Airport, in the ownership or lease of aircraft and the providing of flying services for members and others but which does not meet the rigid requirements established for Exempt Clubs in paragraph “c” below.

b. Minimum Standards

The Commercial Flying Club FBO shall meet the following Minimum Standards:

- (1) Provide or lease a paved area with adequate tie-down facilities to park one (1) aircraft with paved access to taxiways;
- (2) Have available, either owned or under written lease to the FBO, at least one (1) certificated and currently airworthy aircraft;
- (3) For flight training purposes have employed or as member(s) sufficient flight instructors who have been properly certificated by the FAA;
- (4) Have an employee at the facility office or readily on call at all times during the required operating hours.

c. Exempt Clubs.

A Club will be exempt from the commercial requirements of these Standards and Requirements by meeting all of the following conditions: (Violation of any of the specified conditions shall be grounds for termination of exempt status.)

- (1) The Club must be a non-profit Colorado corporation or partnership;
- (2) Each Club member must be a bona fide owner of the aircraft used by the Club or be a member of the corporation or partner in the partnership which owns or leases the aircraft;
- (3) The Club may not derive a profit from the operation, maintenance or replacement of the Club's aircraft.
- (4) The Club aircraft will not be used by other than bona fide members for rental and by no one for commercial operations;
- (5) Flight instruction may not be given in Club aircraft except when such instruction is given by an Operator based on the Airport authorized to provide flight training or by an authorized flight instructor;
- (6) Provide to the Manager a current list of the Club's membership including names of officers, directors or Club manager, which list shall be revised as needed to reflect all changes. Such revised list shall be provided to the Manager on a timely basis;
- (7) Provide to the Manager written operating rules of the Club;
- (8) Make available the books and other records of the Club for review at any reasonable time by the Manager.

11. Specialized Commercial Aeronautical Services and Activities

a. General

A Specialized Commercial Aeronautical Services and Activities FBO is a Person licensed by the Board to engage, on the Airport, in air transportation for hire for the purpose of providing the use of the aircraft for the activities listed below:

- (1) Nonstop sightseeing flights that begin and end at the same airport within a 25-mile radius of the airport;
- (2) Crop-dusting, seeding, spraying and bird chasing;

- (3) Banner towing and aerial advertising;
- (4) Aerial photography or survey;
- (5) Fire Fighting;
- (6) Power line or pipeline patrol and fish-spotting;
- (7) Any other operations specifically excluded in Part 135. 1 (b) of the Federal Aviation Regulations.

b. Minimum Standards

The Specialized Commercial Aeronautical Services FBO shall meet the following Minimum Standards:

- (1) Shall provide an adequate hard surface on-site vehicle parking area of sufficient size to accommodate both customers and employees;
- (2) Shall provide a sufficient tie-down area with access to taxiways in a size adequate for the specific aeronautical service;
- (3) FBO's providing services involving crop dusting, aerial application, or other commercial use of chemicals shall provide a centrally drained, paved area of sufficient size to facilitate aircraft loading, unloading, washing and servicing. The FBO shall also provide for safe storage and containment of noxious chemical materials. Such facility shall be built and operated in full compliance with all local, State and Federal regulations governing such operation. Location of such facility will be designated by the Board with consideration given to providing the greatest safeguard to the public.

C. TEMPORARY FBO

A Temporary FBO is a Person who conducts any of the specific FBO services listed in this section III for a period of less than 30 days. To obtain a License to operate as a Temporary FBO an application must be made with the Manager providing written details of the proposed operation and the methods and procedures to be used to comply with the applicable Minimum Standards detailed in the Standards and Requirements document.

A Temporary FBO may meet certain requirements by the short term leasing or renting of space, facilities or equipment from the Manager or other Operators at the Airport. All such arrangements by the Temporary FBO Operator must be in writing and a copy of the agreement(s) provided to the Manager at the time of application.

The application for a Temporary FBO License shall be made with the Manager in the manner prescribed in Attachment VII hereof

D. AERONAUTICAL SERVICES PROVIDED BY OWNER

Fremont County, as owner of a public use airport may elect to provide any or all of the aeronautical services needed by the public at the airport. Fremont County reserves the right to exercise but not grant the exclusive right to conduct any aeronautical activity. The activities reserved by Fremont County will be conducted using its own employees and resources.

**SECTION IV
ENFORCEMENT OF REGULATIONS**

Fremont County recognizes the need to enforce regulations on a consistent and uniform basis as they relate to all airport users at the Fremont County Airport. Violations of the regulations herein adopted, may result in adverse actions against the lease agreements of the airport users, including termination of the lease for failure to comply with local regulations.

ATTACHMENT I
SCHEDULE OF MINIMUM INSURANCE REQUIREMENTS
FOR
FIXED BASE OPERATORS

A. AIRCRAFT LINE SERVICES

1. Aircraft Liability
 - a. Combined Single Limit Bodily Injury & Property Damage, Including Passengers \$5,000,000 ea. occ.
 2. Student & Renters Liability \$600,000 ea. occ.
 3. Comprehensive Public Liability & Property Damage (Premises)
 - a. Combined Single Limit Bodily Injury & Property Damage \$5,000,000 ea. occ.
 4. Hangar Keeper's Liability \$1,000,000 ea. acft.
\$5,000,000 ea. occ.
 5. Product Liability for the following:
 - a. Sale of Parts Not Installed \$5,000,000 ea. occ.
 - b. Restaurant Liability \$5,000,000 ea. occ.
-

B. AIRFRAME AND POWER PLANT REPAIR

1. Premises Liability (for Hangar Operation)
 - a. Combined Single Limit Bodily Injury & Property Damage \$1,000,000 ea. occ.
2. Product Liability
 - a. Repairs & Services \$1,000,000 ea. occ.
 - b. Sale of Parts Not Installed \$1,000,000 ea. occ.
3. Hangar Keeper's Liability

- | | | |
|----|---------|--|
| a. | Twins | \$250,000 ea. acft.
\$500,000 ca. occ |
| b. | Singles | \$100,000 ea. acft. |
-

C. AVIONICS, INSTRUMENT OR PROPELLER REPAIR

- | | | |
|----|--|---|
| 1. | Premises Liability | |
| a. | Combined Single Limit
Bodily Injury & Property Damage | \$1,000,000 ea. occ |
| 2. | Product Liability | |
| a. | Repairs & Services | \$600,000 ca. occ. |
| b. | Sales of Parts Not Installed | \$1,000,000 ea. occ. |
| 3. | Hangar Keeper's Liability | |
| a. | Twins | \$250,000 ea. acft.
\$500,000 ea. occ. |
| b. | Singles | \$100,000 ea. acft.
\$200,000 ea. occ. |
-

D. FLIGHT INSTRUCTION AND TRAINING

- | | | |
|----|--|----------------------|
| 1. | Aircraft Liability | |
| a. | Combined Single Limit
Bodily Injury & Property Damage | \$1,000,000 ea. occ. |
| 2. | Student and Renter's Liability | \$600,000 ea. occ. |
| 3. | Comprehensive Public Liability and Property
Damage (Premises) | |

- a. Combined Single Limit
Bodily Injury & Property Damage \$1,000,000 ea. occ.
-

E. NEW AND USED AIRCRAFT SALES

- 1. Aircraft Liability (owned and non-owned aircraft)
 - a. Combined Single Limit Bodily
Injury & Property Damage \$1,000,000 ea. occ.
 - 2. Product Liability
 - a. Sale of Aircraft \$1,000,000 ea. occ.
 - 3. Comprehensive Public Liability and Property
Damage (Premises)
 - a. Combined Single Limit
Bodily Injury & Property Damage \$1,000,000 ea. occ.
-

F. AIRCRAFT RENTAL

- 1. Aircraft Liability
 - a. Combined Single Limit Bodily Injury &
Property Damage, Including Passengers \$1,000,000 ea. occ
 - 2. Student & Renters Liability \$600,000 ea. occ.
 - 3. Comprehensive Public Liability and Property
Damage (Premises)
 - a. Combined Single Limit
Bodily Injury & Property Damage \$1,000,000 ea. occ.
-

G. AIRCRAFT CHARTER AND AIR TAXI SERVICE

- 1. Aircraft Liability

- a. Combined Single Limit Bodily Injury & Property Damage, Including Passengers \$5,000,000 ea. occ.
 - 2. Comprehensive Public Liability and Property Damage (Premises)
 - a. Combined Single Limit Bodily Injury & Property Damage \$1,000,000 ea. occ.
-

H. COMMERCIAL FLYING CLUBS

- 1. Aircraft Liability
 - a. Combined Single Limit Bodily Injury & property Damage \$1,000,000 ea. occ.
 - 2. Student & Renter’s Liability \$600,000 ea. occ.
 - 3. Comprehensive Public Liability and Property Damage (Premises)
 - a. Combined Single Limit Bodily Injury & Property Damage \$1,000,000 ea. occ.
-

I. SPECIALIZED COMMERCIAL AERONAUTICAL SERVICES AND ACTIVITIES

- 1. Aircraft Liability (If aircraft utilized in the FBO’s operation)
 - a. Combined Single Limit Bodily Injury and Property Damage Including Passengers \$1,000,000 ea. occ.
 - 2. Comprehensive Public Liability and Property Damage (Premises)
 - a. Combined Single Limit Bodily Injury & property Damage \$1,000,000 ea. occ.
-

J. EXEMPT CLUBS

- 1. Aircraft Liability

- a. Bodily Injury & Property Damage Including Passengers
(Club Members Must Be Named Insured) \$1,000,000 ea. occ
 - 2. Comprehensive Public Liability and Property
Damage (Premises)
 - a. Combined Single Limit
Bodily Injury & Property Damage \$1,000,000 ea. occ.
-

K. SKYDIVING OPERATIONS

- 1. Aircraft Liability
 - a. Combined Single Limit
Bodily Injury and Property Damage \$1,000,000 ea. occ.
 - 2. Comprehensive Public Liability and Property
Damage (Premises)
 - a. Combined Single Limit
Bodily Injury & Property Damage \$1,000,000 ea. occ.
-

L. GLIDER OPERATIONS

- 1. Aircraft Liability
 - a. Combined Single Limit
Bodily Injury and Property Damage \$1,000,000 ea. occ.
 - 2. Comprehensive Public Liability and Property
Damage (Premises)
 - a. Combined Single Limit
Bodily Injury & Property Damage \$1,000,000 ea. occ.
-

M. ADDITIONAL AND OTHER INSURANCE REQUIREMENTS

Additional Insurance Requirements:

Any FBO using service vehicles on the Air Operations Area in support of the FBO's operations shall maintain the following additional coverage:

1. Motor Vehicle Liability

- a. Combined Single Limit Bodily Injury
and Property Damage \$600,000 ea. occ.

Other Insurance:

Insurance requirements for Operators providing Airport related services and/or activities not specifically listed above shall be provided coverage as determined by the Board.

ATTACHMENT II
APPLICATION FOR COMMERCIAL
AERONAUTICAL ACTIVITIES LICENSE
ON THE
FREMONT COUNTY AIRPORT

All persons who desire to establish a commercial aeronautical operation on the Airport must first make application with the Board by providing the information as requested on this form.

Space has been provided for response to each question. In some cases, it will be necessary to provide an attachment in order to provide complete information. If so, please indicate as "See Attached Exhibit." Care should be exercised in preparing this application as any incomplete, incorrect or false information may result in delays in approval or rejection. It should be noted that additional information may be required by the Board as part of the approval process.

All financial information submitted will be kept confidential.

1. Name of Business:

Address:

Telephone:

Principal Owners:
2. Describe specifically the type and nature of the proposed commercial aeronautical activity:
3. Proposed date for commencement of operations:
4. Proposed hours of operations:
5. Provide evidence of support from potential customers, such as surveys, testimonies or other documentation.
6. Provide promotion techniques and marketing plan.

7. Provide percent of intended sales or services (a) to aircraft based at the Airport, if applicable, and, (b) aircraft based elsewhere and which fly into the Airport.
8. Provide a forecast by staff level, and number, of personnel to be employed at the Airport and other locations.
9. Describe past experience in the specified aviation services for which application is made.
10. Describe the key personnel and their positions for the proposed operation. Include experience data, such as a current resume.
11. List certifications and licenses currently held or to be obtained. Include copies of certifications and licenses currently held.
12. Describe what arrangements have been made, if any, with an FBO to sublease space for the proposed business.
13. Describe amount, size and location of land to be leased, if any, from the Board.
14. List number and type of aircraft to be utilized in the proposed operation.
15. List types and amounts of insurance coverage to be maintained for the proposed operation.
16. Attach a copy of a current financial statement.
17. Attach any additional information necessary to support the approval of the proposed operation.

The applicants hereby respectfully request that the Fremont County Colorado Board of County Commissioners consider the foregoing application for authorization to perform the specified Commercial Aeronautical Services and activities at the Fremont County Airport.

Company _____

By: _____ Title _____ Date _____
 By: _____ Title _____ Date _____

Note: An annual fee is required for all commercial operations.

ATTACHEMENT III

AIRPORT DEVELOPMENT STANDARDS FREMONT COUNTY AIRPORT Canon City, Colorado

Purpose. The purpose of these Airport Development Standards (“Development Standards”) is to provide a documented basis for directing and evaluating the planning, engineering, and architectural design of ramps, hangars and other facilities (“Plans and Specifications”) to be constructed on the Airport,

Approval Required. No ramp, hangar or other facilities shall be built or modified until the applicant has obtained all required Federal, State and local authorizations and the Plans and Specifications for the construction of the same are submitted and approved as provided herein.

Pre-approval Inquiry. The formal procedures provided herein do not preclude any party from conducting planning discussions with the Board, manager or other party of interest prior to submitting project Plans and Specifications for formal approval. However, all such discussions and inquiries shall be for informational purposes only and will not supplant the need to meet all of the requirements contained herein.

APPROVAL BY BUILDING DEPARTMENT:

Plan Review. The Fremont County Planning and Zoning department, or its successor, (“Building Department”) shall review all Plans and Specifications for ramps, hangars and other facilities submitted pursuant to these “Development Standards”. (Review and approval for these Development Standards is in addition to other building and zoning code requirements.)

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

- (1) There will be no physical interference with the operation of aircraft or adjacent ramps, hangars, taxiways or runways.
- (2) There is adequate access for aircraft to enter and exit the hangar.
- (3) The hangar is of sufficient size for the number and size of the aircraft to be accommodated.
- (4) No lighting or reflections will adversely impact the operation of aircraft on adjacent ramps, hangars, taxiways or runways.

- (5) No other external effects, including noise, odor, vibration, smoke, dust or gases will be of a magnitude to adversely interfere with aircraft operations.
- (6) There will be no adverse effect on the safety of aircraft operations or ground operations on any ramps, hangars, taxiways, runways, or other facilities of the Airport.
- (7) The proposed development is consistent with the Airport Master Plan.

Plans and Specifications Requirements. The applicant shall submit to the Building Department for their review and approval, two (2) copies of any proposed Plans and Specifications for the construction or modification of facilities located on the Airport. Such Plans and Specifications shall be prepared by, and have affixed thereon, the stamp of a licensed engineer or architect and shall include at least the following:

- (1) A site plan indicating the location and extent of the following:
 - a. The size, location, dimensions and floor plan of the hangar or other buildings to be constructed;
 - b. The size and dimensions of the ramp area and automobile parking;
 - c. The location and setback of the hangar or other buildings from the ramp and adjacent taxiways;
 - d. Ramp, hangar and automobile parking access;
 - e. The total square footage of the ramp, hangar and other building area, along with adequate auto parking, and the legal description thereof;
 - f. The location of all trees, shrubs and landscaped areas;
 - g. Building elevations, including any overhangs, and the designation of glass or other reflective surfaces;
 - h. Exterior lighting and area lumination and directions of such lighting;
 - i. Utility and easement locations;
 - j. Location and height of all fences;
 - k. Location of all loading areas and pedestrian ways;

1. All exterior contours, types of surfaces, and the construction material of all buildings.
- (2) Engineering plans and information sufficient to show:
- a. Grading with existing and future elevations;
 - b. Drainage with existing and future flows and facilities;
 - c. Pavement surfaces and cross-sections;
 - d. Erosion control measures;
 - e. Hangar or other buildings to be constructed on the property;
 - f. Other related items to be constructed on the property.

Action by Building Department. The Building Department shall, within thirty (30) business days from the date the applicant submits all required Federal, State and local authorizations, a completed Application for Commercial Aeronautical Services and Activities and the Plans and Specifications for the construction or modification of any ramp, hangar or other facilities, either approve, approve with stipulations or deny the said application, all based upon the provisions set forth herein. The action taken shall be in writing and, if denial is made, the basis for the denial shall be specified in reasonable detail.

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

Approved Plans and Specifications. Upon approval the Building Department shall return one (1) copy of the approved Plans and Specifications to the applicant, together with the requested building permit.

MANAGERS REQUIREMENTS:

Pre-construction Requirements. After approval by the Building Department, but prior to construction and/or modification of any ramp, hangar or facility the applicant must first provide the manager with the following:

- (1) A copy of the Building Permit issued by the Building Department and any other licenses or permits necessary under Federal, State, or local laws, statutes, orders or regulations;

- (2) Proof that the Board has approved the applicant's project;
- (3) Proof of insurance from the contractor(s) as follows:

*Workman's Compensation	As required by law
*Employers Liability	\$600,000 per accident (min)
*Commercial General Liability (Combined single limit for Bodily Injury and Property Damage)	\$600,000 each occurrence
*Motor Vehicle Liability (Combined single limit for Bodily Injury and Property Damage)	\$600,000 each occurrence

*The contractor's liability insurance policies shall run to the contractor as assured and contain an agreement by the insurer to indemnify the contractor against any and all actions, claims, judgments, or demands for damages arising on account of injuries of whatsoever kind and character sustained by any person or persons on account of the construction to be done at the Airport.

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

All policies shall provide a waiver of subrogation.

USE AND OCCUPANCY REQUIREMENTS:

Lien Waivers and Mylars. Prior to the applicant's use of the newly constructed facilities applicant shall submit to the Board lien waivers for all materials and labor provided during the project's construction and shall provide the Board with one set of Mylar as-constructed plans.

ATTACHEMENT IV

LEASE RATES AND FEES SCHEDULE

1. The following are minimum lease, rental rates and license fees charged by the County to Commercial Aeronautical Services and Activities Operators at the Airport.

	ITEM	1999 RATES*
a.	Land, Unimproved	\$____/sq. ft./yr.
b.	Land, Improved*	\$____/sq. ft./yr.
c.	Airport Ramp Parking Area	\$____/sq. ft./yr.
d.	Fuel Royalty Fees	\$____/gallon
e.	Hazardous Waste Cleanup Fee	\$____/gallon
f.	FBO Annual Operating License Fee	\$____/year
g.	Self Fueling Fees	
	Fueling Apparatus	\$____/month
	Fueling Vehicle	\$____/month
	Fueling Storage Tank	\$____/month

2. In addition to the ground lease rates described in paragraph one above, an additional rental shall be received on any land used for hangar rental in the amount of ____% of the gross rentals.
 3. For any type of food or liquor operation an additional rental will be charged in the amount of ____% of the gross food sales and ____% of the gross liquor sales (in addition to the ground lease rental).
 4. All ground lease and rental rates shall be subject to the cost of living increase on an annual basis. Minimum Rental Rates shall be adjusted yearly according to the January, C.P.I. (all urban consumers).
 5. This Attachment IV may be periodically updated as conditions warrant. A current copy can be obtained from the office or the Manager.
- * “Land, Improved” is defined as that land at the Airport on which substantial Airport funds have been expended in preparation of the site, i.e., leveling, drainage, paving, etc., or making utilities available thereto.

ATTACHMENT V
MINIMUM STANDARDS
FOR
NON-PUBLIC AIRCRAFT FUEL DISPENSING LICENSE
AT THE FREMONT COUNTY AIRPORT

I. PURPOSE

For the benefit of the public, fuel trucks operating on the Airport ramp and bulk fuel storage plants located on the Airport must be professionally operated, managed, supervised and controlled to minimize liability and assure optimum safety. Therefore, except as provided herein, the operation of all such specialized fueling facilities and equipment, including the operation of all refueling trucks and bulk fuel storage facilities, shall be provided through the Airport's Fixed Base Operators (FBO's).

However, recognizing the need to provide certain grades and types of fuel which are not currently being provided by the Airport's FBO's and to provide aircraft owners with the opportunity to service their own aircraft, the following standards, rules and regulations are hereby established to govern the private non-commercial self-fueling of aircraft by Persons owning aircraft which are based at the Fremont County Airport.

II. GENERAL

Parties wishing to fuel their own aircraft either by a fuel farm facility or a mobile fueling apparatus at the Airport must possess a Non-Public Aircraft Fuel Dispensing License (Fueling License) issued by the Board and conform to the procedures outlined herein. Such parties shall hereinafter be referred to as "Licensees".

Persons wishing to obtain a Fueling License shall provide the Board a detailed description of their intended fueling operation including a full description of the fueling equipment and transport vehicle proposed to be used.

III. LIMITATION OF FUELING LICENSE

Licensees shall be restricted from selling and/or dispensing fuels to other Airport users, including locally based and Transient Aircraft. Fueling of any aircraft not owned by Licensee shall constitute a violation of the Fueling License and be grounds for immediate revocation of the License. Prior to issuance and subsequently upon request by the Board or Manager, Licensee shall provide evidence of ownership of any aircraft being fueled.

IV. FUEL

A. General Requirements

Licensee shall provide aircraft fuel of the types required by those aircraft which Licensee owns. The dispensing of such fuels shall conform with Airport and applicable Local Fire Authority codes, National Fire Protection Association (NFPA) Standards, Federal Aviation Administration (FAA) Advisory Circulars and, in addition, to American Standard Testing Method (ASTM) D91 0 for AV-Gas and ASTM D-1 655 for jet fuel and automobile fuel, Mogas ASTM D-439

B. Use of MOGAS

1. Aircraft using Mogas must meet standards as identified in applicable Supplemental Type Certificate (STC) for the specific aircraft for which such fuel usage is approved. A copy of this STC shall be provided to the Board prior to the issuance of the Fueling License.
2. Licensee's application for, and acceptance of, a Fueling License shall act as certification that the Mogas to be used conforms to ASTM specifications D-439 as required in the STC.

V. FUELING VEHICLE/METHODS

A. Fuel Handling

1. All fueling apparatus shall be properly maintained, operated and equipped in accordance with recommendations, requirements, and regulations of applicable FAA Specification, Airport Rules and Regulations, National Fire Protection Association Standards, and codes of the Local Fire Authority. Aircraft fueling apparatus shall be attended and operated only by persons instructed in its proper use and who are qualified to use such fueling apparatus in accordance with all applicable safety requirements.
2. Prior to the first use of a self-fueling apparatus on the Airport, the Licensee shall present such apparatus for inspection and approval by the Local Fire Authority. Periodically, Licensee shall allow the fueling system to be inspected by the Local Fire Authority and, if a malfunction or discrepancy is found, shall immediately cease all fueling operations until such malfunction or discrepancy is corrected to the satisfaction of the Local Fire Authority.
3. Licensee shall conduct such self inspection and maintenance of fueling apparatus as may be prescribed by the Local Fire Authority.

4. Pumps, either hand or power operated, shall be used when aircraft are fueled. Pouring or gravity flow shall not be permitted.
5. To minimize the possibility of sparks from static electricity while fueling, aircraft and fueling equipment shall be electrically bonded to each other before fuel flow starts.
6. Fueling operations shall be conducted only in the area designated by the Board and the Local Fire Authority. Licensee's fueling equipment shall be parked or positioned on Airport premises only when dispensing fuel into Licensee's aircraft. All fuel in excess of the required amount for the single fueling of the Licensee's aircraft shall be removed from the Airport immediately after the fueling operation is completed.
7. No flammable or combustible liquid shall be dispensed into or removed from the fuel system of an aircraft within any hangar or building or within 50 feet of any potential source of ignition.
8. Fuel dispensing containers shall have a valve mechanism such that water or other contaminants can be drained from the lowest portion of the tank.
9. Fuel dispensing pumps (and any associated electrical wiring), hoses, nozzles and filters shall meet all applicable Federal, State, County and Local Fire Authority requirements pertaining to the dispensing of automotive gasoline or aviation fuels. Fuel dispensing nozzles shall be the type equipped with an automatic shut-off and shall not be blocked open with any foreign object or left unattended during fueling operations.
10. An in-line filtration system utilizing a gasoline filter element of five (5) microns or less shall be included in the fuel dispensing system.
11. A 20-BC rated fire extinguisher is required to be on-site and readily available to the operator while transporting or dispensing automotive gasoline or aviation fuels on the Airport.
12. During fuel dispensing into the aircraft, the fueling vehicle shall be positioned with a clear exit path and shall not obstruct other aircraft or vehicular movements.
13. Fueling personnel shall be appropriately clothed (garments other than silk, polyesters, nylon with wool, or other static generating fabrics; shoes containing no taps, hobnails, or other material which could generate sparks on the pavement).

14. FAA Advisory Circular No. 150/5230-4 (Including Change 1), as amended, shall be used as a guide for determining the minimum requirements, for training of fueling personnel, procedures for dispensing and filtering of fuel, minimum safety requirements for refueling vehicles, emergency procedures and other related fueling safety items.
15. The Board or the manager may immediately suspend any fueling operation for violation of any term or condition of the Fueling License.

B. Fuel Containers/Transportation

1. Fuel transport container capacity shall not be less than 20 gallons. Containers shall be painted red and clearly marked with the type of fuel, i.e. “Mogas”, and with “flammable” and “no smoking” placards on the exterior of the containers. All such markings shall use letters of a minimum of 3 inches in height.
2. Fuel transport containers shall be mechanically secured to the transport vehicle.
3. Fueling from a vehicle’s fuel tank into an aircraft is prohibited.
4. Containers and transportation methods shall comply with applicable Federal, State, and Local Fire Authority codes, Airport Rules and Regulations and Recommendations of the National Fire Protection Association.

VI. FUEL STORAGE TANKS

A. Tank Construction, Maintenance and Removal

1. Storage tanks for fuel shall have a minimum aggregate capacity of 2,000 gallons for all types of fuel stored. The type of tank construction and its location on the Airport must be approved by the Board and be in conformance with the Airport Master Plan.
2. Licensee shall use FAA Advisory Circular 150/5230-4 Change 1, Appendix 7, as amended, as a guide for the minimum standards and safety requirements that pertain to fuel tank/storage areas on airports.
3. All construction of the fuel farm shall conform to any architectural requirement of the Board and shall be undertaken in accordance with Airport Development Standards, the Airport Master Plan and with local, State and Federal codes, ordinances and regulations now or hereafter in force and effect.
4. Licensee shall, at the sole cost and expense of the Licensee, obtain all required licenses, permits and authorizations.

5. After completion of the fuel tank(s) installation and prior to its initial use, the Board and any regulatory agency shall conduct an inspection of the facility to ensure all equipment, tanks, plumbing, etc. are in satisfactory condition and in compliance with Fueling License requirements.
6. At such time as the Licensee ceases operation on the Airport, the Licensee's lease expires or the Licensee no longer has a need for fuel storage tank(s), the Board may require the Licensee to remove all owned tank(s) from the Airport fuel farm. Upon such removal the Licensee shall be solely responsible for clean-up of any contaminated soil, underground water supplies or other contaminated areas as defined by the EPA, which contamination was caused by the Licensee's tank(s), and the Licensee must restore the area back to its original condition in a manner approved by the EPA or any other Federal, State or local authority exercising control over this type of activity.

B. Tank Monitoring and Responsibility

1. Licensee shall be responsible for maintaining accurate records for product monitoring to ensure that there are no leaks in the tanks. All monitoring records shall be made available to the Board. In the event of a fuel tank leak Licensee shall immediately advise the Board of such leak and the methods intended to be used to correct the problem.
2. Licensee shall, at the sole expense of the Licensee, maintain the fuel tank(s) and all improvements thereon, in a presentable condition consistent in appearance and character to similar improvements on the Airport.
3. The Licensee shall comply with all present and future regulations that have been or may be promulgated by any and all Federal, State or local agencies, including those of the Board and the Local Fire Authority, for receiving, dispensing and handling of aviation fuels.
4. The Licensee shall accept total responsibility and hold the County, board and Manager harmless in the event of an environmental contaminating accident or incident caused by the Licensee, employees of the Licensee or any party under contract to or under the control of the Licensee.

VII. INDEMNIFICATION

Licensee is, and shall be deemed to be, an independent contractor and operator responsible to all parties for the Licensee's acts or omissions. Licensee covenants and agrees to indemnify, hold harmless and defend the County, Board, Manager and their officers, agents, servants, and employees from and against any and all claims for damages or injury to persons or property arising out of or incident to the Licensee's operations on the Airport.

VIII. FEES AND TAXES

A. Fees and Charges Due Monthly

1. There will be a flat monthly fee charged for every fueling apparatus, vehicle or storage tank used and operated by the Licensee in an amount shown on Attachment IV of the "Minimum Standards and Requirements for the Conduct of Commercial Aeronautical Services and Activities at the Fremont County Airport" and as such fees may be revised from time to time by the Board.
2. The fees described in "A" above are in addition to the Airport's standard Fuel Royalty Fees and Hazardous Waste Cleanup Fees as stipulated in Attachment IV to the Minimum Standards and Requirements for the Conduct of Commercial Aeronautical Services and Activities at the Fremont County Airport.
3. Licensee shall be responsible for reporting the type and quantity of all fuel dispensed during each calendar month and shall submit a summary report along with the appropriate fees to the Board on or before the 15th of the following month.

B. Sales, Use and Other Taxes

1. Licensee shall be responsible for payment of all applicable local, State and Federal taxes associated with the Licensee's fueling operation.

IX. LICENSE CANCELLATION

A. Cancellation by Licensee

1. The Licensee's Fueling License may be cancelled by Licensee upon thirty days' written notice to the Board only after all payments due have been paid.

B. Cancellation by Board

1. The Licensee's Fueling License shall be subject to cancellation by the Board in the event Licensee shall:

- a. Be in arrears in the payment of the whole or any part of the amounts agreed upon for a period of ten days after the time such payments become due;
- b. Discontinue fueling operations at the Airport;
- c. Default in the performance of any of the covenants and conditions required herein to be kept and performed by Licensee, and such default continues for a period of thirty days after receipt of a written notice from the Board of said default;
- d. Violation of any safety procedures specifically enumerated, or referenced, herein;
- e. Allow the lapse of, or reduction in, coverage of any form of required insurance;
- f. Failure to keep accurate records and provide timely and accurate reports as listed herein.

XI. INSURANCE

- A. Licensee shall, at the sole cost and expense of the Licensee, obtain and maintain minimum insurance coverage as follows;
 - 1. Aircraft Liability
 - a. Bodily Injury and Property Damage with combined single limit of \$1,000,000 per occurrence.
 - b. Licensee is to provide proof that the Licensee's insurance covers the Licensee's aeronautical activity including the Licensee's fueling and defueling operations with fueling equipment owned and/or operated by Licensee.
 - 2. Automobile Liability
 - a. Bodily Injury and Property Damage with combined limits of \$600,000
 - b. Coverage shall be applicable to any and all leased, owned, hired, or non-owned vehicles used in the pursuit of any of the activities associated with the Licensee's Fueling License.

- B. All insurance policies shall name the County, Board, Manager and their officers, agents, and employees as additional insured parties. Coverage shall protect against all claims or demands for damage and injuries, including death sustained by any person or persons, occurring from the negligence, or the fault or omissions, proper or improper actions or failure to perform a required act of the Licensee, or the Licensee's officers, agents and employees.
 - C. Copies of all the required endorsements shall be attached to the Certificate of Insurance which certificate shall be provided to the Board by the Licensee, or the Licensee's officers, agents and employees.
 - D. In addition to the above insurance requirements, Licensee shall be required to obtain and maintain in force throughout the term of this License such additional insurance as may be required by the EPA, State Department of Health or other controlling agencies.
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ATTACHMENT VI

NON-PUBLIC AIRCRAFT FUEL DISPENSING APPLICATION AND LICENSE FREMONT COUNTY AIRPORT

This Fueling License, issued to the below applicant, is subject to the terms and conditions provided in “Attachment V” of the “Minimum Standards and Requirements for the Conduct of Commercial Aeronautical Services and activities” at the Fremont County Airport, entitled “Minimum Standards for Non-Public Aircraft Fuel Dispensing license”, a copy of which is attached hereto and the requirements therein made a part hereof.

1. **Applicant.** This Fueling License is issued to the following applicant:

Name of Applicant:

Mailing Address:

Phone number(s):

2. **Approved Activity.** This Fueling License is for authorization to (describe the fueling activities to be done under this Fueling License).
3. **Application Status.** The Fueling License applicant has:
 - a. supplied the required documents and proof of compliance to the Board; and,
 - b. agreed, and does hereby further agree, to comply with and abide by the standards and requirements set forth in the above referenced documents; and,
 - c. agreed to pay all required fees as detailed in Section VIII of Attachment V.
4. **Term.** The term of this Fueling License shall be for one (1) year from the date of issuance unless sooner canceled or terminated as provided for in “Attachment V” attached hereto.
5. **Automatic Termination.** This Fueling License will terminate, and a new application and approval will be required, should the License holder change or alter any fueling equipment or procedures which are subject to review and approval in the licensing process.

Attest by Applicant:

The applicant hereby warrants that all the statements made pursuant to this application for a Fueling License at the Fremont County Airport are true and correct, that all applicable requirements and standards have been met, and that the applicant will abide by all present and future requirements and obligations of a Fueling License holder on the Airport:

Signature: _____ Date: _____

Position: _____

Concurrence by the Florence Volunteer Fire Department:

The Florence Volunteer Fire Department has reviewed this Fueling License application and relevant representations made by the applicant. Acting in its capacity as the Local Fire Authority the Florence Fire Department approves of the issuance of this Fueling License.

Signature: _____ Date: _____

Fueling License Review by the Manager:

The Manager has reviewed the Fueling License application and approves the issuance of a Fueling License to the above named party.

Signature: _____ Date: _____

Fueling License Approval by County Commissioners:

Based on the documents supplied by, and representation made by, the applicant, the Board finds it appropriate to issue this Fueling License for the above named applicant. This Fueling License is therefore approved and issued this _____ day of _____ by Fremont County.

Chairman, Fremont County Commissioners

ATTACHMENT VII

COMMERCIAL TERMPRARY FBO APPLICATION AND LICENSE

Conditions for License. All Persons who engage in temporary Commercial Aeronautical Services and Activities on Fremont County Airport, must first make application with the Manager for a Temporary FBO License by providing the information requested on this form. In addition the applicant shall provide such other documentation and information as shall be requested by the Manager to demonstrate that the applicant’s operations will be in compliance with applicable Federal, State and local laws and codes and will meet the Minimum Standards for operation as a Temporary FBO on the Airport as described in the “Minimum Standards and Requirements for the Conduct of Commercial Aeronautical Services and activities a the Fremont County”, a copy of which is attached hereto and made a part hereof.

Application Information:

1. Name and address of applicant:
2. Description of service to be provided:
3. Proposed duration of operation:
4. Insurance:

Attest and Agreement by Applicant: The applicant hereby warrants that all of the statements made pursuant to this application for a Temporary FBO are true and correct and agrees that the operation to be conducted on the Airport will at all times be in compliance with all Federal, State and local codes and laws and meet the Minimum Standards for a Temporary FBO on the Airport.

Applicant’s signature: _____ Date: _____

Approval of License by Manager. The application of the above named Person has been reviewed and the applicant’s insurance coverage determined. Having found that the applicant has met all requirements for a Termporary FBO the Manager hereby issues this License to the above named party this _____ day of _____ for a period of _____ days.

Manager, Fremont County Airport