

NORTHERN COLORADO REGIONAL AIRPORT MINIMUM STANDARDS

Minimum Standards for the Provision of Commercial Aeronautical
Activities at the Northern Colorado Regional Airport

2008

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ARTICLE ONE: POLICY AND GENERAL STANDARDS

1.1 Purpose. The purposes of these minimum standards are to:

1.1.1 Encourage the provision of high quality products, services, and facilities to Airport users;

1.1.2 Encourage the development of quality improvements at the Airport;

1.1.3 Promote health, safety, and welfare;

1.1.4 Promote the economic health of Airport businesses;

1.1.5 Promote the orderly development of Airport property; and

1.1.6 Promote the economic self-sufficiency of the Airport.

These minimum standards specify the standards and requirements that must be met by any entity desiring to engage in one or more commercial aeronautical services or activities at the Airport.

1.2 Introduction. The Cities of Fort Collins, Colorado and Loveland, Colorado, acting through their respective City Councils (the “Cities”) own and operate the Northern Colorado Regional Airport (the “Airport”). To encourage growth and development of the Airport by ensuring adequate aeronautical services and facilities for Airport users, the Cities have established these standards and requirements (the “Minimum Standards”) for provision of certain commercial aeronautical services at the Airport.

The following articles set forth Minimum Standards for an “Operator,” which is defined as any person or persons, partnership, company, trust corporation, or other entity based on the Airport and providing one or more commercial aeronautical services at the Airport. The Minimum Standards shall be applied to adjacent properties that access the Airport through a valid Access Agreement; such requirements would be defined in the Access Agreement. The Minimum Standards do not apply to the Cities themselves. These Minimum Standards are not intended to be all-inclusive, as the Operator of a commercial venture based on the Airport will also be subject to applicable federal, state and local laws, codes, ordinances and/or regulations, including Airport Rules and Regulations pertaining to all such services, and to the terms of its Lease, or License to do business at the Airport, as discussed below.

Permission from the Cities is a prerequisite to providing any commercial aeronautical service on the Airport. Permission shall be in the form of a Commercial Use License (“License”) and if Operator is also a tenant of the Cities, shall be required in addition to any written Lease establishing a tenancy on the Airport.

The provisions of the License must be compatible with the Minimum Standards in effect at the time of issuance or as later amended and will not change or modify the Minimum Standards themselves. These Minimum Standards are deemed to be included as part of all Licenses. If the specific commercial service provided is not contemplated or covered by these Minimum Standards, the person should approach the Cities to negotiate the terms of the required License.

The Cities’ obligation to make the Airport available for the use and benefit of the public does not extend to providing access from adjacent property. However, if the Cities determine that such

off-airport access to the Airport is of benefit to the general public and can be done in a manner that is consistent with Federal, State, local laws, and FAA requirements then an Access Agreement may be permitted as provided for herein in Article Five-Off-Airport Access.

Licenses and Leases containing authority to conduct commercial aeronautical activities which are in effect on the date of adoption of these Minimum Standards, will remain in effect for their prescribed terms, but shall not be grandfathered in and, therefore, shall be subject to these Minimum Standards. However, holders of existing licenses and the lessees of existing leases shall be given one year from the date these Minimum Standards go into effect in which to come into full compliance with these Minimum Standards. Nevertheless, no existing licensee, lessee or Operator shall engage in new or expanded activities after the adoption of these Minimum Standards, without meeting all the requirements appropriate for the activities contemplated.

These Minimum Standards may be amended by the Cities at their discretion from time to time as determined to be necessary by the Cities. Before these Minimum Standards are amended a public process, including review and approval by the City Councils or as set forth in the Airport Intergovernmental Agreement between the Cities will be completed; the airport will make a reasonable attempt to give all licensed Operators at the Airport written notice of the proposed amendments.

1.3 Statement of Policy. The Cities' goal in establishing these Minimum Standards is to assure an adequate minimum level of service to aviation users, to foster competition at the Airport, put all FBOs and SASOs on an equal footing in qualifying and competing for available Airport facilities and the furnishing of selected commercial aeronautical activities, and avoid unjust or prohibited discrimination between FBOs and SASOs.

Where the words "standards" or "requirements" appear, it shall be understood that they are modified by the word "minimum." **All Operators will be encouraged to exceed the "minimum." No Operator will be allowed to operate under conditions that do not meet the "minimum."**

Contingent upon its qualification, its meeting these Minimum Standards, the execution of a License by the Cities, and the payment of rentals, fees and privilege for providing the service(s) selected on the Airport as specified in the License, the Operator may engage in approved commercial aeronautical activity. The granting of such right and privilege, however, shall not be construed in any manner as affording the Operator any exclusive right of perform such activities or services on the Airport. The Cities reserve and retain the right to adopt and enforce any and all resolutions, ordinances, rules, codes, minimum standards and other regulatory measures pertaining to any Commercial Aeronautic Activity at the Airport. The Cities further reserve the right to designate the specific Airport areas, in accordance with the existing Airport Layout Plan ("ALP"), in which specific aeronautical services may be conducted. Such designation shall give consideration to the nature and extent of the operation and the land and improvements available for such purpose, consistent with the orderly and safe operation of the Airport.

1.4 Prequalification Requirements. At the time of its application, the prospective Operator shall provide the Airport Manager, in writing, the following information, and thereafter, shall provide such additional information as may be requested by the Cities.

1.4.1 License Application. The prospective Operator must submit a completed Commercial Aeronautical Use License Application (**Attachment 3**) that provides summary information regarding the applicant and the scope of the proposed operation.

1.4.2 Intended Scope of Services. 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 operation, in order to provide high-quality service. All services contemplated must meet the requirements of these Minimum Standards. That information must include, at a minimum, all of the following:

1.4.2.1 The name, address and telephone number of the applicant. If the applicant is a corporation, provide the name, address, and telephone number of the corporation's officers and directors, and owners of more than 15% of its corporate stock with the number of total shares and the number of shares owned. If the applicant is a partnership, provide the name, address, and telephone number of all partners.

1.4.2.2 The requested or proposed date for commencement of the service and the term of conducting the same.

1.4.2.3 The services to be offered.

1.4.2.4 The amount, size and location of any land to be leased, which must be in compliance with the Airport's current FAA-approved ALP.

1.4.2.5 The number and type(s) of aircraft to be provided/maintained (as applicable).

1.4.2.6 The number of persons to be employed (including the names and qualifications of each manager or supervisor or other key personnel).

1.4.2.7 The hours of proposed operation.

1.4.2.8 The types and amounts of insurance coverage to be maintained, which must meet or exceed the types and amounts as established by **Attachment 2** to these Minimum Standards, as it now exists or as it may be amended hereafter.

1.5 Financial and Managerial Responsibility and Capability. The prospective Operator must provide a statement, satisfactory to the Cities, in evidence of its financial responsibility, from a bank or trust company or from such other source that may be acceptable to the Cities and readily verified through normal banking channels. The prospective Operator must also demonstrate financial capability to initiate operations, to construct proposed improvements, if any, and to provide working capital to carry on the contemplated operations. The demonstration of financial and managerial capability shall include a cash flow and a profit and loss projection for the first five years of the proposed operation. In order to avoid the potential anti-competitive effects of financial control of potential competitors, prospective Operators shall also disclose their sources and terms of financing.

Any information furnished under this section which is prominently marked on each page as "confidential" by the applicant, shall be considered proprietary and shall be kept confidential by the Cities to the extent permitted under the provisions of C.R.S. §24-72-201, *et seq.*, the Colorado Public Records Act.

1.6 Experience of Operator and Key Employees. The prospective Operator shall furnish the Cities with a statement of past experience of the Operator and its managers, supervisors and

other key employees in providing the proposed aviation services, together with a statement that the Operator or its principals have the managerial ability to perform the selected services.

1.7 Requirements Applicable to all FBOs, RSFOs and SASOs. The following standards apply to all FBOs, RSFOs and SASOs. Additional standards specific to each type of operation can be found in Articles Two, Three and Four of these Minimum Standards. For purposes of these Minimum Standards, “leased premises” may include, as appropriate, any area leased, subleased or otherwise controlled by an FBO, RSFO or SASO and must be on the Airport.

1.7.1 Requirement of a Lease or License.

1.7.1.1 Before beginning operations, the prospective Operator must enter into a License or Lease with the Cities reciting the terms and conditions under which it will do business on the Airport, including but not limited to, the term of agreement; the rentals, fees and charges; the rights, privileges and obligations of the respective parties, and other relevant covenants. Such provisions of the Lease or License, however, will neither change nor modify the Minimum Standards, nor be construed in a way to make the License less demanding than these Standards.

1.7.1.2 Such a License shall contain all provisions required by the Federal Aviation Administration (“FAA”) as a condition of any Federal Grant to the Cities for the Airport. The basic terms and conditions of such License are included in Required General License Clauses attached to this document as **Attachment 1**.

1.7.1.3 While the language reflects the currently applicable federal requirements, Licenses shall include all provisions required by then-current federal law and regulations. The provisions contained in **Attachment 1** are not all inclusive and may be amended from time to time by the Cities without amending these Minimum Standards.

1.7.2 Site Development Standards - Physical Facilities.

1.7.2.1 The minimum space requirements as provided in Articles Two, Three and Four of these Minimum Standards shall be satisfied, as applicable.

1.7.2.2 All paving and building shall comply with the then-current City of Loveland development and construction standards for the Airport and all applicable local building codes and requirements. The location of facilities on the Airport must comply with the current, FAA-approved ALP for the Airport.

1.7.2.3 If construction on leased premises, or alteration of existing or future structures on leased premises is planned, Operator shall comply with the notification and review requirements of Federal Aviation Regulation Part 77 and other government entities as may be required. Operator must submit FAA Forms 7460-1 and 7480-1 (if applicable) to FAA no less than 30 days prior to the commencement of such construction.

1.7.3 Personnel. During all operating hours, and except for after-hours fueling by RSFO’s, the Operator shall employ and have on duty trained personnel in such numbers and with such certificates and ratings as are required to provide services established by the Minimum Standards, in an efficient manner for each aeronautical service being performed, and shall provide a responsible person authorized to act on its behalf to supervise its operations. A list of contacts

shall be supplied to the Airport Manager including after hour's phone numbers. This list shall be updated when any change occurs.

1.7.4 Financial Surety. The Operator shall post a letter of credit in a form acceptable to the Cities in the amount equal to at least 10% of the annual rental established and agreed upon. This letter of credit may be waived by the Cities if Operator can demonstrate adequate financial means.

1.7.5 Insurance. Insurance shall be provided and paid for by the Operator in the amounts specified in Minimum Insurance Requirements (**Attachment 2**), as it may be amended by the Cities from time to time. Should there be any doubt about the currency of such minimum insurance requirements, the most current insurance requirements is on file with the Airport Manager. A certificate of insurance or a copy of the insurance policies involved shall be furnished to the Airport Manager by the Operator. Ten days advance written notice of any change to any policy shall be given to the Airport Manager. Coverage may be provided through primary or excess policies. The insurance company, or companies, writing the requested policy, or policies, shall be licensed to do business in the State of Colorado.

Where more than one aeronautical service is proposed, the minimum limits will vary (depending upon the nature of individual services in such combination) but will not necessarily be cumulative in all instances. For example, if three (3) types of services are to be provided, it will 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 services requires passenger liability coverage or hangar keeper's liability not required in either of the other two (2) categories, the Operator would be required to provide insurance on the applicable exposures. As a further example, the minimum limit for property damage on a combination of services 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 its License application.

All insurance that the Operator is required by the Cities to carry and keep in force shall include the Cities and all Cities personnel, officers and agents as additional insured. The Operator shall furnish evidence of its compliance with this requirement to the Airport Manager with proper certification that such insurance is in force and shall furnish additional certification as evidence of changes in insurance not less than ten (10) days prior to any such change, if the change results in a reduction or increase. In the event of cancellation of coverages, the Operator and underwriter shall give the Cities ten (10) days prior notice of cancellation and all operations of Operator on the Airport shall cease.

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

The Operator shall also furnish evidence of its compliance with Colorado Statutes with respect to Worker's Compensation and Unemployment Insurance (where applicable). Lapses in insurance coverage may result in denial of access to the Airport and termination of the License.

1.7.6 Airport Access and Security. Airport access and security shall be maintained by Operator at all times in accordance with standards established and required by the Airport Manager, FAA, Transportation Security Administration (TSA) or other governmental entity. The Operator is also responsible for its employees', invitees', licensees', vendors', and agents'

compliance with the Airport Security Program, as it may be established and amended from time to time.

1.7.7 Environmental Compliance. In its operations at the Airport, Operators shall strictly comply with all applicable environmental laws, the Airport environmental policies and procedures (including, without limitation, the Storm Water Pollution Prevention Plan [“SWPPP”] and Spill Response Plan), and generally accepted industry environmental best management practices and standards. Without limiting the generality of the foregoing provision, Operator shall not use or store Hazardous Materials on or at the Airport except as reasonably necessary in the ordinary course of Operator's permitted activities at the Airport, and then only if such Hazardous Materials are properly labeled and contained. Operator shall not discharge, release, or dispose of any Hazardous Materials on the Airport or surrounding air, land, or water.

Operator shall promptly notify the Cities of any Hazardous Material spills, releases, or other discharges by Operator at the Airport and promptly abate, remediate, and remove same. Operator shall provide the Cities with copies of all reports, complaints, claims, citations, demands, inquiries, or notices relating to the environmental condition of the Airport, or any alleged material noncompliance with Environmental Laws by Operator at the Airport within ten (10) days after such documents are generated by or received by Operator. If Operator uses, handles, treats or stores Hazardous Materials at the Airport, Operator shall have a contract in place with an approved waste transport or disposal company, and shall identify and retain spill response contractors to assist with spill response and facilitate waste characterization, transport and disposal. Complete records of all disposal manifests, receipts and other documentation shall be retained by the Operator and made available to Cities for review upon request.

The Cities shall have the right at any time to enter the Premises to inspect, take samples for testing, and otherwise investigate the Premises for the presence of Hazardous Materials. Such inspections shall be coordinated with the Operator and scheduled during regular business hours if reasonably practical.

Operator's Hazardous Materials shall be the responsibility of Operator. Operator shall be liable for and responsible to pay all Environmental Claims that arise out of, or are caused in whole or in part, from Operator's use, handling, treatment, storage, disposal, discharge, or transportation of Hazardous Materials on or at the Airport, the violation of any Environmental Law by Operator, or the failure of Operator to comply with the terms, conditions and covenants of this section. If the Cities incur any costs or expenses (including attorney, consultant and expert witness fees) arising from Operator's use, handling, treatment, storage, discharge, disposal, or transportation of Hazardous Materials on the Airport, Operator shall promptly reimburse the Cities for such costs upon demand. All reporting requirements under Environmental Laws with respect to spills, releases, or discharges of Hazardous Materials by Operator at the Airport are the responsibility of Operator.

1.7.8 Motor Vehicles on Airport. The Operator shall control the on-Airport transportation of pilots and passengers of transient general aviation aircraft using the Operator's facilities and services. The Operator performing this service with motor vehicles driven on the Airport shall do so only in strict accordance with Airport Rules and Regulations, applicable federal, state and municipal laws, ordinances, codes or other similar regulatory measures now in existence or as may be hereafter modified or amended. The Operator takes responsibility and assumes all liability for the actions of any party, supplier, member, agent or individual that the

Operator allows upon the Airport's aircraft movement areas. The Cities reserve the right to deny access to any party or business if the party fails to act responsibly while in control of machinery or motor vehicles operating on the Airport.

1.7.9 Other FAA Requirements In addition to these Minimum Standards, where applicable Federal certification standards exist for a given commercial aeronautical activity, each FBO, RSFO and SASO offering such activity shall provide sufficient equipment, supplies and availability of parts as required for certification by the Federal Aviation Administration.

1.8 Combined Operations and Subleases.

1.8.1 The Cities will consider reduction in minimum square footage for combined operations.

1.8.2 If an FBO, RSFO or SASO, whether located on or off the Airport, desires to sublease space to another person to provide one or more Commercial Aeronautical Activities, the following conditions will apply.

1.8.2.1 The subleasing party must obtain a License from the Cities to operate at the Airport.

1.8.2.2 The FBO, RSFO or SASO must obtain written approval from the Cities to sublease the space and function.

1.8.2.3 FBO, RSFO or SASO must carry public liability insurance in accordance with Section 1.7.5 above, and the Minimum Insurance Requirements (**Attachment 2**) for its lessee, or provide a certificate of insurance that shows the lessee and the Cities as additional insured, the amounts commensurate with the services provided by the sub-lessee.

1.9 General Definitions. The general definitions contained in Article 1 of the Rules and Regulations of the Ft. Collins/Loveland Airport, as they now exist or as they may hereafter be amended, are hereby incorporated by reference in these Minimum Standards.

1.10 Miscellaneous Aeronautical Activities. Miscellaneous Commercial Aeronautical Activities not herein provided for may be permitted on the Airport on a case-by-case basis, by making formal application to the Cities for approval of such activity, and upon a showing that such activities may be safely conducted at the Airport without undue interference with other permitted aeronautical activities. Reasonable terms and conditions for the privilege of engaging in these other services will be commensurate in nature and scope with the activities proposed. The Cities reserve the right to deny or restrict aeronautical activities at the Airport which may interfere with or create a safety hazard for other Aircraft operating at or near the Airport.

1.11 Violations. Any Operator that violates any of the provisions in these Minimum Standards will be notified of the violation and given 60 days in which to correct said violation. Should such violation not be corrected within 60 days, the Cities shall have the right to terminate the License. Nothing in this paragraph shall prevent the Cities from immediately suspending a License, or taking any other immediate action when a safety related or hazardous situation exists.

1.12 Appeals. Any person who is adversely affected by a determination of the Cities, or the Cities acting through the Airport Manager, to deny, terminate, suspend or revoke a License may appeal the determination pursuant to Section 12.48.120 of the City of Loveland Code, and applicable provisions of the Airport Rules and Regulations..

ARTICLE TWO: FIXED BASE OPERATOR (FBO)

2.1 Statement of Concept. A Fixed Base Operator engages in providing essential and specialized aircraft services to the general public. The minimum levels of essential services are purposely set to ensure that all of the basic needs for aircraft owners, pilots and passengers are provided for at the Airport.

2.2 Services Provided. A Fixed Base Operator (FBO) shall provide or enter into an agreement to provide all of the following essential services to the public at the Airport at reasonable rates and charges and without unjust discrimination:

2.2.1 Aircraft Line Services:

2.2.1.1 Fueling, lubricating and miscellaneous services;

2.2.1.2 Ramp parking and tie-down;

2.2.1.3 Separate crew lounge and passenger lobby facilities;

2.2.1.4 Public restrooms and telephone; Loading, unloading and towing;

2.2.1.5 Hangar storage; De-icing service; Engine preheating;

2.2.1.6 Oxygen;

2.2.1.7 Aircraft starting;

2.2.1.8 Strut and Tire inflation (with both air and nitrogen);

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

2.2.1.10 Lavatory cart service.

2.2.2 Aircraft Airframe and Engine Repair and Maintenance.

2.2.3 Flight Training.

2.2.4 Aircraft Rental.

2.2.5 Related Other Services such as the sale of sectional or World Aeronautical Charts (WAC) covering the territory within three hundred miles of the Airport, flashlight and batteries, and plotters and computers generally used by pilots for flight planning, current aeronautical

weather information, and the sale of food and beverages to General Aviation (vending machines and access to catering service).

2.2.6 The FBO shall provide no other commercial aeronautical services or activities except as provided in its License.

A Fixed Base Operator may either provide the required Aircraft Airframe & Engine Repair and Maintenance, Flight Training and Aircraft Rental, Oxygen Service, Strut Inflation and Tire Inflation with Air and Nitrogen, Food Service/Restaurant, and Catering Service directly, or by provision of an agreement with a Cities' approved SASO on the Airport, to provide such services. It will remain the ultimate responsibility of the FBO to ensure such services will be available.

Article Four of these Minimum Standards includes a detailed description of the minimum aircraft airframe and engine repair and maintenance, flight training, and aircraft rental services that an FBO, or any SASO engaging in such activities, must provide. FBOs may also engage in other Commercial Aeronautical Activities as identified in its License.

2.3 Operational Minimums. An FBO shall meet the following Minimum Standards specifically applicable to management, fueling operations, line service, and aircraft maintenance, as well as general standards applicable to all FBOs and SASOs (set out in Article 1) and additional standards (set out in Article 4) for any additional SASO activities provided:

2.3.1 In connection with aircraft fueling and line services:

2.3.1.1 Contracts For Delivery of Fuel. FBO shall demonstrate, to the Cities' satisfaction, that a reputable aviation fuel and lubricant distributor will provide the FBO with an enforceable agreement to purchase fuel and oil in quantities necessary to meet the requirements set forth herein. FBO shall maintain an adequate inventory of at least one brand and two generally accepted grades, Aviation Gasoline (AVGAS, 100Low Lead) and Jet Fuel (Jet-A) of aviation fuel, engine oil and lubricants. FBO shall also negotiate in good faith with air carriers serving the Airport, to permit storage of air carrier fuel in FBO tanks, subject to reasonable terms and conditions, including the charging of an into-aircraft service charge. In judging the reasonableness of such terms, similar agreements existing at other Airports in Colorado may be used, but need not be exclusively used, as the standard of reasonableness.

2.3.1.2 Calculation of Fuel Flowage. Aviation fuels and oils delivered to the Operator by a vendor will be considered by the Cities to be fuels and oils dispensed for the purpose of calculating rates or charges under its License.

2.3.1.3 Hours of Operation For Fuel Sales. Sales of fuel and lubricants, and into-plane delivery of aviation fuels, lubricants and other related petroleum products, shall be available at a minimum 14 hours per day beginning no later than 6:00A.M. seven (7) days a week. FBO shall be available during other than its regular business hours on an "on-call" basis with a maximum response time of two hours. If contracted to do so, FBO will meet all scheduled Air Carrier Aircraft requiring such fuels and lubricating oils, to enable such Aircraft to meet all turnaround times and schedules.

2.3.1.4 Minimum Equipment. FBO shall provide mobile fuel dispensing equipment, which display approved FAA marking and signage, , capable of servicing, in an efficient and safe manner all types of commercial and general aviation aircraft which

use the Airport. FBO shall have two (2) metered, filter equipped, refueler trucks for dispensing jet fuel with a capacity of at least 1,500 gallons each and one (1) metered, filter equipped, refueler truck for dispensing AVGAS with a capacity of at least 750 gallons. FBO shall have storage tanks having a minimum capacity of 10,000 gallons of AVGAS and 20,000 gallons of jet fuel. A separate dispensing pump for each grade of fuel is required.

2.3.1.5 Individual in Charge. The individual managing the operations of the FBO shall have at least five (5) years experience in the period of eight (8) years immediately preceding such application, having been engaged in the business of a Fixed Base Operator on an Airport at least equal in size, facilities, and activity as the Northern Colorado Regional Airport.

2.3.1.6 Safety of Fueling Operation. In conducting fuel 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 such safety and operational requirements for the storage, handling and dispensing of aviation-grade fuels shall be governed by the applicable National Fire Protection Association (NFPA), including NFPA Manual 407, "Aircraft Fuel Servicing," and any additional fire code adopted by the City of Loveland. Fire suppression systems for fuel storage defined as discretionary by NFPA and UFC regulations shall consist of Fire Rated tanks. All FBO fueling services and systems shall be subject to inspection for fire and other hazards by the Airport Manager or other representative of the Cities, by the State Oil Inspector and by the appropriate State and local fire agency. FBO shall be responsible to perform all fuel system equipment maintenance (both periodic and on-demand) and inspection in a manner that meets NFPA, National Air Transport Association (NATA), FAA and all applicable State and local standards. Further, FBO shall be in full compliance with fire codes and federal, state and local laws, ordinances, rules and regulations pertaining to fire safety. The FBO shall have spill kits immediately available and shall maintain a spill prevention and control plan in accordance with applicable federal, state and local laws, rules and regulations.

2.3.1.7 Fuel Quality. The FBO shall take all precautions necessary to ensure that only non-contaminated fuel is delivered into the aircraft serviced. Fuel delivered shall be clean, bright, pure and free of microscopic organisms, water or other contaminants. Quality control of the fuel is the responsibility of the FBO. The FBO shall maintain current fuel reports on file and shall make available, upon written notice, to the Airport Manager those records during normal business hours. . Fueling service by the FBO shall be in full compliance with federal, state and local laws and regulations including American Petroleum Institute quality control standards, and Air Transport Association, Specification 103 ("ATA 103"), including proper fire protection and electrical grounding of aircraft during fueling operations, and operate in compliance with safety requirements as set forth and as amended from time to time in the Airport Rules and Regulations.

2.3.1.8 Additional line services. Servicing of aircraft shall include generally expected services, such as cleaning of the interior and exterior of aircraft and catering. FBO shall provide proper equipment for repairing and inflating aircraft tires,

servicing struts, servicing oxygen systems, washing aircraft and aircraft windows, and recharging or energizing discharged aircraft batteries and starters.

2.3.1.9 Waste disposal. FBO shall provide for 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, lavatory cart contents and other waste. The piling or storage of crates, boxes, barrels and other containers or other items is not permitted outside of buildings located on the leased Premises.

2.3.1.10 Disabled Accident Removal. FBO shall be prepared to remove disabled aircraft from the movement areas of the AOA. It shall have personnel trained and have access to equipment or be able to arrange for the equipment and/or services required to remove damaged aircraft from the AOA movement areas. The FBO shall have personnel on call and able to respond to a damaged aircraft within one (1) hour of notification.

2.3.1.11 Ramp Parking, Tie-Down, Aircraft Storage and FBO Ramp Assistance within the FBO's leased premises. The FBO Operator shall have at least one (1) tug capable of towing up to 50,000 pound aircraft, or the largest aircraft that regularly uses FBO services on a monthly basis, whichever is greater. Operator shall have at least one ground power unit, one (1) de-icing unit, one (1) lavatory cart, one (1) water cart, and adequate ground transportation vehicles capable of transporting passengers between the FBO and the aircraft ramp. The FBO Operator shall have tow bars suitable for towing the General Aviation Aircraft normally frequenting the Airport. All equipment shall be maintained and operated in accordance with OSHA and local and State industrial codes.

2.3.1.12 Rates and Charges. The FBO's rates or charges to General Aviation users for aircraft parking, tie-down and storage shall be determined by the FBO. Such rates or charges shall be fair and reasonable, and shall be equally and fairly applied to all users of the services, without discrimination. All rates and charges for such services and products shall be filed, upon request, with the Airport Manager.

2.3.1.13 Aircraft Tie-downs. FBO shall provide adequate tie-down facilities and equipment, including ropes, chains and other types of restraining devices and wheel chocks for the typical number and type of aircraft simultaneously using the FBO during a peak period.

2.3.1.14 Employee Training. FBO shall provide properly trained personnel to perform all activities which the FBO is required to perform under these Minimum Standards and its License. Personnel while on duty shall be clean, neat in appearance, courteous, and at all times, properly uniformed. Personnel uniforms shall identify the name of the FBO and shall be clean, professional, and properly maintained at all times. Management and administrative personnel shall not be required to wear uniforms.

2.3.1.15 Hangar Storage. FBO shall provide suitable hangar storage facilities constructed in accordance with the City of Loveland building and construction standards.

2.3.2 In connection with aircraft airframe and engine repair and maintenance, the FBO shall comply with all requirements for provision of aircraft airframe and engine repair and maintenance services as set out in Article Four of these Minimum Standards.

2.3.3 In connection with flight training and aircraft rental, the FBO shall comply with all requirements for provision of flight instruction and aircraft rental services as set out in Article Four of these Minimum Standards.

2.4 Facility Requirements. Minimum land and improvements required for FBO's shall be as follows:

2.4.1 The minimum land to be leased for an FBO shall be capable of including no less than 140,000 square feet of paved ramp space, capable of regularly supporting the largest general aviation aircraft generally using the Airport, but not less than 12,500 pounds.

2.4.2 Building improvements shall be permanent in nature, shall contain at least 20,000 square feet for total FBO operations (including office, lounge and hangar space) and may be contained in one or more buildings. At a minimum, 4,000 square feet of building area shall contain crew and passenger lounge facilities, clean, sanitary, heated and free public restrooms. At least one working telephone shall be provided for public use. Each FBO shall occupy at least one heated clear span hangar containing 15,000 square feet. This hangar shall be required to have a door opening of at least one hundred ten (110) feet in width and thirty (30) feet in height and the hangar must be at least one hundred (100) feet deep. If an existing hangar meeting these standards is not available, the FBO shall finance and build its own facility.

2.4.3 Asphalt or concrete paved surface, on-site automobile parking space shall be provided in compliance with parking standards and requirements of the City of Loveland Land Use Regulations as amended from time to time. Proper signage shall also be installed.

2.4.4 All paving and buildings shall comply with the then current City of Loveland building, development and construction standards and shall be approved in writing by the Cities before construction begins.

2.4.5 Upon completion of construction, FBO shall provide to Airport management three sets of as-built drawings with at least one of them electronically in AutoCAD or other acceptable format.

ARTICLE THREE: RETAIL SELF SERVICE FUELING OPERATOR (RSFO)

3.1 Statement of Concept. A Retail Self Service Fueling Operator engages in providing essential and specialized aircraft services to aircraft owners, pilots and passengers. The minimum levels of essential services are purposely set at a lower level than the minimum requirements for a Fixed Base Operator. The purpose of the RSFO is to service the needs of a smaller segment of the aviation market by providing Aviation Gasoline (AVGAS) with a fixed hydrant delivery system designed to allow the individual aircraft Operator to self-fuel their own aircraft. The RSFO is not permitted to sell Jet Fuel. If the RSFO desires to sell both grades of aviation fuel then the RSFO must meet the requirements set forth in Article Two: Fixed Base Operator (FBO).

3.2 Services Provided. A Retail Self Service Fueling Operator (RSFO) shall provide or enter into an agreement to provide all of the following essential services to the public at fair and reasonable rates and charges and without unjust discrimination:

3.2.1 Provide Aviation Gasoline (AVGAS) with a fixed hydrant delivery system designed to allow the individual aircraft Operator to self fuel their own aircraft.

3.2.2 Aircraft Line Services:

3.2.2.1 Ramp parking and tie-down;

3.2.2.2 Public restrooms and telephone;

3.2.2.3 Sale of food and beverages to General Aviation through vending machines;

3.2.2.4 Provision of current aeronautical weather information, and

3.2.2.5 Any two (2) Specialized Aviation Service Operator (SASO) services.

3.2.3 A Retail Self Service Fueling Operator may either provide the two (2) required SASO services directly, or by provision of an agreement with a Cities' approved SASO on the Airport, to provide such services. It will remain the ultimate responsibility of the RSFO to ensure such services will be available.

3.2.4 Article Four of these Minimum Standards includes a detailed description of the minimum requirements for the two (2) selected SASO services that all RSFOs are obligated to provide. RSFOs may also engage in other Commercial Aeronautical Activities as identified in its License.

3.3 Operational Minimums. A Retail Self Service Fueling Operator (RSFO) shall meet the following Minimum Standards specifically applicable to management, fueling operations, and line service, as well as general standards (set out in Article One) and any further standards (set out in Article Four) for the required additional SASO services provided:

3.3.1 In connection with aircraft fueling and line services:

3.3.1.1 Contracts For Delivery Of Fuel. RSFO shall demonstrate, to the Cities' satisfaction that a reputable aviation gasoline distributor will provide the RSFO with an enforceable agreement to purchase fuel in quantities necessary to meet the requirements set forth herein. RSFO shall maintain an adequate inventory of Aviation Gasoline (Avgas, 100 Low Lead) to meet the public demand.

3.3.1.2 Calculation of Fuel Flowage. Aviation fuels delivered to the Operator by a vendor will be considered by the Cities to be fuels dispensed for the purpose of calculating rates or charges under its Lease.

3.3.1.3 Hours of Operation For Fuel Sales. Sales of fuel, and into plane delivery of aviation fuel, shall be available at a minimum 14 hours per day beginning no later than 6:00AM, seven (7) days a week. Retail Self Service Fueler shall be available

during other than its regular business hours on an “on-call” with a maximum response time of two (2) hours. The 24-hour response telephone number shall be clearly posted.

3.3.1.4 Minimum Equipment. RSFO shall provide a fixed hydrant fuel dispensing equipment, properly marked and lit that is capable of servicing, two general aviation aircraft simultaneously in an efficient and safe manner. Dispensing units are to be individually metered and filter equipped. RSFO shall have on-site fuel storage tanks having a minimum capacity of 10,000 gallons of AVGAS.

3.3.1.5 Customer and System User Instructions. RSFO shall post adequate operating and safety instruction for all customers and system users consistent with all applicable guidelines from the National Fire Protection Association (NFPA) and the FAA regarding the handling and dispensing of AVGAS.

3.3.1.6 Safety of Fueling Operation. In conducting fuel operations, RSFO shall install and use adequate electrical grounding facilities at fueling locations to eliminate the hazards of static electricity. It shall provide and have readily available, approved types of fire extinguishers or other equipment commensurate with the hazard involved with fueling of aircraft. All such safety and operational requirements for the storage, handling and dispensing of aviation-grade fuel shall be governed by the applicable National Fire Protection Association (NFPA) and Uniform Fire Code (UFC) regulations and national and local fire codes. Fire suppression systems for fuel storage defined as discretionary by NFPA and UFC regulations shall consist of Fire Rated tanks. All RSFO fueling services and systems shall be subject to inspection for fire and other hazards by the Airport Manager or other representative of the Cities, by the State Oil Inspector and by the appropriate State and local fire agency. RSFO shall be responsible to perform all fuel system equipment maintenance (both periodic and on-demand) and inspection in a manner that meets NFPA, National Air Transport Association (NATA), FAA and all applicable State and local standards. Further, RSFO shall be in full compliance with fire codes and federal, state and local laws, ordinances, rules and regulations pertaining to fire safety. The RSFO shall have spill kits immediately available and shall maintain a spill prevention and control plan in accordance with applicable federal, state and local laws, rules and regulations.

3.3.1.7 Fuel Quality. The RSFO shall take all precautions necessary to ensure that only non-contaminated fuel is delivered into the aircraft serviced. Fuel delivered shall be clean, bright, pure and free of microscopic organisms, water or other contaminants. Quality control of the fuel is the responsibility of the RSFO. The RSFO shall maintain current fuel reports on file and available for auditing at anytime by the Airport Manager. Fueling service by the RSFO shall be in full compliance with federal, state and local laws and regulations including Air Transport Association, Specification 13 (ATA 103).

3.3.1.8 Waste disposal. RSFO shall provide for adequate and sanitary handling and disposal, away from the Airport, of all trash, waste, and other materials. The piling or storage of crates, boxes, barrels and other containers or other items is not permitted outside buildings located on leased premises.

3.3.1.9 Ramp Parking, Tie-Down, Aircraft Storage. The RSFO shall provide ramp parking and adequate tie-down facilities and equipment, including ropes,

chains and other types of restraining devices and wheel chocks for at least two (2) transient aircraft.

3.3.1.10 Rates and Charges. The RSFO's rates or charges to General Aviation users shall be determined by the RSFO. Such rates or charges shall be fair and reasonable, and equally and fairly applied to all users of the services without discrimination. All rates and changes for such services and products shall be filed with the Airport Manager.

3.3.1.11 Employee Training. RSFO shall provide properly trained personnel. Both initial and recurrent training shall be provided to each on duty employee. Personnel shall be clean, neat in appearance, courteous, and at all times, properly uniformed. Personnel uniforms shall identify the name of the RSFO and shall be clean, professional, and properly maintained at all times. Management and administrative personnel, if applicable, shall not be required to wear uniforms.

3.3.2 In connection with the required additional Specialized Aviation Service Operator (SASO) services, the RSFO shall comply with all requirements for provision of the two (2) required additional SASO service as set forth in Article Four of these Minimum Standards.

3.4 Facility Requirements. Minimum land and improvements required shall be as follows:

3.4.1 The minimum land to be leased for a Retail Self Service Fueling Operation shall be one acre (43,560 square feet), including not less than 22,500 square feet of ramp space.

3.4.2 Building improvements shall be permanent in nature, shall contain at least 12,500 square feet for total RSFO operations (including office, lounge and hangar space) and may be contained in one or more buildings. At a minimum, 2,500 square feet of building area shall contain crew and passenger lounge facilities, clean, sanitary, heated and free public restrooms. At least one working telephone shall be provided for public use. Other facility and building requirements shall be dictated by the minimum space requirements determined for each of the two (2) additional SASO services to be provided by the RSFO. If an existing facility suitable for the required additional SASO services is not available, the RSFO shall finance and build its own facility.

3.4.3 All paving and building shall comply with the then current City of Loveland building, development and construction standards and shall be approved in writing by the Cities before construction begins.

3.4.4 Upon completion of construction, RSFO shall provide to the Airport Manager three sets of as-built drawings with at least one of them electronically in AutoCAD or other acceptable format.

ARTICLE FOUR: SPECIALIZED AVIATION SERVICES OPERATOR (SASO)

4.1 Aviation Repair Services SASO (Avionics, Painting, Upholstery, Propellers, Instruments, Accessories, etc.)

4.1.1 Statement of Concept. This category of SASO provides specialized commercial aircraft repair services capable of providing an FAA certified shop, or a combination of shops for

the repair and installation of aircraft radios, propellers, instruments, and accessories for general aviation aircraft. This SASO may furnish one, or if desired, any combination of these services. This category includes sale of new and/or used aircraft radios, propellers, instruments and accessories.

4.1.2 Minimum Standards.

This SASO shall lease or sublease an area, existing or adequate to erect a building providing, a minimum of 2,500 square feet of floor space to hangar at least one (1) aircraft, to house all equipment and additional floor space for an office, shop, restrooms, customer lounge and telephone facilities for customer use. If painting operations are contemplated, the SASO shall provide a separate paint shop that meets all applicable safety requirements. Paved automobile parking or other acceptable all weather surface to be approved in writing by the Airport Manager prior to installation, and a paved aircraft apron, all within the leased area, and sufficient to accommodate the SASO's services, shall be provided.

This SASO shall maintain, as necessary, the repair station certificates as required by the FAA, which are applicable to the operation or operations contemplated. The avionics portion of the services offered must maintain current qualifications of Class I and Class II FAA designated repair station.

This SASO shall have its services available (defined as on the Airport or available via telephone or cellular phone) eight (8) hours per day, five (5) days per week. Hours of operation shall be posted.

This SASO shall have in its employ, and on duty during the required operating hours, trained personnel currently certified in the services to be performed (such as FAA radio, instrument or propeller repairmen), in such numbers as are required to provide services in an efficient manner.

4.2 Specialized Commercial Flying Services SASO.

4.2.1 Statement of Concept. This category of SASO engages in specialized commercial flying services for hire, for the purpose of providing the use of aircraft for any of the services listed below:

Crop dusting, seeding, or spraying;

Aerial photography or survey;

Power line, underground cable or pipeline patrol;

Fire fighting; or

Any operations, other than sightseeing, specifically excluded from Part 135 of the Federal Aviation Regulations.

4.2.2 Minimum Standards.

In case of crop dusting, aerial application or other commercial use of chemicals, this SASO shall provide a centrally drained, paved area adequate for all aircraft loading, unloading, washing and servicing. This area must be built and operated in full compliance with all applicable federal, state and local laws and regulations, specifically including but not limited to the USEPA, Colorado Department of Public Health and Environment and the City of Loveland regulations governing such activities. SASO shall also provide for the safe storage and containment of all chemical materials. Such facilities will be in a location designated by the Cities on the Airport, which will provide the greatest safeguard to the public. Material Safety Data Sheets (MSDS) are required to be onsite and two copies shall be provided to the Airport Manager. This SASO shall provide tank trucks for the handling of liquid spray and mixing liquids and aircraft suitably equipped for agricultural operations, and shall take all safeguards against spillage on runways or taxiways or dispersal by wind to any area of the Airport.

This SASO shall provide and have based on its leasehold, either owned or under written lease to the SASO, not less than one (1) airworthy aircraft suitably equipped for, and meeting all the requirements of the FAA with respect to the type of operation to be performed.

This SASO must provide, by means of an on or off-Airport office or a telephone, a point of contact for the public desiring to utilize SASO's services.

This SASO shall have in its employ trained personnel in such numbers as may be required to meet the minimum standards herein set forth in an efficient manner.

4.3 Flight Training SASO.

4.3.1 Statement of Concept. This category of SASO engages in commercial flight training, instructing pilots in dual and solo flight operations, in fixed and/or rotary wing aircraft, in land or sea aircraft, and in providing such related ground school instruction as is necessary to prepare persons for taking a written examination and flight check for the category or categories of pilots' licenses and rating involved.

4.3.2 Minimum Standards.

The SASO must lease at least one aircraft tie-down or own or lease hangar space. The SASO may sub-lease these facilities from an approved Airport tenant. In addition, they must provide at least 150-square feet. of properly lighted and heated floor space for a classroom/briefing room, office space and restrooms. This space may be subleased and or shared with other Airport-approved SASOs.

If this SASO prefers to build a hangar for aircraft storage, the SASO shall lease or sublease an area adequate to erect a building or buildings containing a minimum of 2,500 square feet to provide for aircraft storage, and space for office, classroom, briefing room, pilot lounge, restrooms and telephone facilities for customer use. Paved automobile parking or other acceptable all weather surface, to be approved in writing by the Airport Manager prior to installation, and a paved aircraft apron, all within the leased area and sufficient to accommodate the SASO's services and operations, shall also be provided.

This SASO shall have available for use in flight training, either owned or under written lease to the SASO, a sufficient number of aircraft properly certificated to handle the proposed scope of its student operation, but not less than one (1) properly certificated aircraft.

The SASO shall have its services available (defined as on the Airport or available via telephone or cellular phone) eight (8) hours per day, seven (7) days per week.

This SASO shall have available, on a full-time basis, at least one (1) ground and flight instructor who has been currently certificated by the FAA to provide the type of ground training offered.

4.4 Aircraft Sales SASO (New and/or Used).

4.4.1 Statement of Concept. This category of SASO engages in commercial aircraft sales of new and/or used aircraft through franchises, or licensed dealership or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer or otherwise; and providing such repair, services and parts as necessary to meet any guarantee or warranty on new and/or used aircraft sold.

4.4.2 Minimum Standards.

This SASO shall provide at least 150-square feet. of properly lighted and heated floor space for office space and restrooms. This space may be subleased and or shared with other Airport-approved Operators. Paved automobile parking or other acceptable all weather surface to be approved in writing by the Airport prior to installation and a paved aircraft apron, all within the leased area and sufficient to accommodate this SASO's services and operations, shall also be provided.

This SASO shall provide necessary and satisfactory arrangements for the repair and servicing of aircraft, but only for the duration of any sales guarantee or warranty period. Servicing facilities may be provided through written agreement with a repair shop operation at the Airport. This SASO shall provide an adequate inventory, or availability within 24 hours or less, of spare parts for the type of new aircraft for which sales privileges are granted.

This SASO shall have its services available on a basis consistent with its franchise agreement.

4.5 Aircraft Airframe and Engine Repair and Maintenance SASO.

4.5.1 Statement of Concept. This category of SASO engages in commercial aircraft airframe and engine repair and maintenance, providing one (or a combination of) airframe and power plant repair services, with at least one (1) person currently certified by the FAA with ratings appropriate to the work being performed. This category of aeronautical services shall also include the sale of aircraft parts and accessories.

4.5.2 Minimum Standards.

This SASO shall lease or sublease an area existing or adequate to erect a building providing at least 2,500 square feet of floor space for airframe and power plant repair services and adequate floor space for office, restrooms, customer lounge and telephone facilities for customer use. Paved automobile parking or other acceptable all weather surface to be approved in writing by the Airport Manager prior to installation and a paved aircraft apron, all within the leased area sufficient to accommodate the SASO's services and operations, shall be provided.

This SASO shall provide sufficient equipment, supplies and availability of parts equivalent to that required for certification as a FAA approved repair station.

This SASO shall have its services available eight (8) hours per day five (5) days per week.

This SASO shall have in its employ (and on duty during the required operating hours) trained personnel in such numbers as are required to meet the minimum standards set forth in an efficient manner, but never less than one (1) person currently certified by the FAA with rating appropriate to the work being performed and who holds an airframe, power plant, or an aircraft inspector rating.

4.6 Aircraft Rental SASO.

4.6.1 Statement of Concept. This category of SASO engages in the commercial rental of aircraft to the public.

4.6.2 Minimum Standards.

This SASO must lease at least one (1) aircraft tie-down, or own or lease hangar space. The SASO may sub-lease these facilities from an approved Airport tenant. In addition, this SASO shall provide at least 150-square feet. of properly lighted and heated floor space for office space and restrooms. This space may be subleased and or shared with other Airport-approved SASO's. Paved automobile parking or other acceptable all weather surface, to be approved in writing by the Airport Manager prior to installation, and a paved aircraft apron, all within the leased area and sufficient to accommodate this SASO's services and operations, shall also be provided.

This SASO shall have available for rental, either owned or under written lease to Operator, a sufficient number of aircraft properly certified to handle the proposed scope of its operation.

This SASO shall have its service available eight (8) hours per day seven (7) days per week.

This SASO shall have available trained personnel in such numbers as are required to meet the minimum standards set forth in an efficient manner.

4.7 Aircraft Charter, Air Taxi Service, Sightseeing and Aircraft Management SASO.

4.7.1 Statement of Concept. This category of SASO engages in either (a) aircraft charter and air taxi operations by providing air transportation (persons or property) to the public for hire, either on a charter basis or as an Air Taxi Operator, as defined in the Federal Aviation Act of 1958, or as said Act may be amended from time to time, (b) nonstop sightseeing flights that begin and end at the Airport, or (c) management of aircraft for aircraft owners.

4.7.2 Minimum Standards.

This SASO shall lease or sublease an area existing or adequate to provide for aircraft storage, including an area to erect a hangar containing not less than 2,500 square feet of floor space for aircraft storage, office, restrooms, customer lounge, and telephone facilities for customer use. Paved automobile parking or other acceptable all weather surface to be approved in writing by the Airport Manager prior to installation, and a paved aircraft apron the leased area and sufficient to accommodate this SASO's services and operations shall also be provided.

This SASO shall have available for hire, either owned or under written lease to SASO , at least one (1) four-place aircraft equipped for and capable of use in instrument conditions, or a sufficient number of aircraft properly certificated to handle the proposed scope of its operation.

This SASO shall have its services available eight (8) hours per day, seven (7) days per week; and shall provide on-call service during hours other than the aforementioned.

This SASO shall have in its employ and on duty during the required operating hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category in an efficient manner and otherwise appropriately rated to permit the flight services offered by this SASO. This SASO shall have available sufficient qualified operating crews and satisfactory number of personnel for checking in and ticketing passengers, handling of luggage, and for furnishing or arranging for suitable ground transportation. This SASO shall provide reasonable assurance of continued availability of qualified operating crews and approved aircraft within a reasonable or maximum notice period.

Non-scheduled Air Taxi and aircraft management companies providing service to and from the Airport, but not based on the Airport, are exempt from these Minimum Standards.

4.8 Flying Club SASO.

4.8.1 Statement of Concept. This category of SASO is for the purpose of fostering and promoting flying for pleasure, developing skills in aeronautics, including pilotage, navigation and an awareness and appreciation of aviation requirements and techniques. All flying clubs desiring to base their aircraft and operate at the Airport must comply with these requirements.

4.8.2 Minimum Standards.

This SASO shall be a registered not for profit or non-profit corporation, association or other entity organized for the primary purpose of providing its members with aircraft for their personal use and enjoyment only. The property rights of

the members of the club shall be equal and no part of the net earnings of the club will inure to the benefit of any member in any form (salaries, bonuses, etc.). Flying Club SASOs may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance and replacement of its aircraft.

This SASO may not offer or conduct charter, air taxi, aircraft rentals, or any other form of commercial aeronautical activity. They may not conduct aircraft flight instruction except for regular members, and only members of the flying club may act as pilot in command of the aircraft except when receiving dual instruction.

Members may compensate other members for flying services; however, no service can be performed for the benefit of a non-member, except for occasional operations conducted pursuant to FAR Part 91 when the costs are shared with the member.

Any qualified mechanic and/or flight instructor, who is a registered member and part owner of the aircraft owned and operated by the flying club SASO, shall not be restricted from doing maintenance and/or giving instruction in aircraft owned by the club. Mechanics and instructors may be compensated by credit against payment for dues or flight time or by direct payment for services, provided however that the mechanic or instructor is not a full time employee of the club.

All Flying Club SASOs and their members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of such club at the Airport, except that said flying club may sell or exchange its capital equipment. Nothing in this paragraph is intended to prohibit occasional events or activities intended to raise funds for the operation of the club, which if conducted on the Airport, have the prior approval of the Airport Manager.

A Flying Club SASO shall abide by and comply with all applicable federal, state and local laws, ordinances, regulations, the Rules and Regulations of the Airport, and these Minimum Standards.

This SASO, with its request for a License, shall furnish the Cities with a copy of its by-laws, articles of incorporation/association, or other documentation supporting its existence.

Flying Club SASOs, upon request by the Cities, shall provide satisfactory evidence of all club income and expenses and evidence of ownership of aircraft. Such request shall be made by the Cities upon reasonable cause.

4.9 Commercial Hangar Operator (SASO).

4.9.1 Statement of Concept. This category of SASO is for an entity which owns or leases a hangar structure(s) for the purpose of leasing or subleasing hangar and associated office or shop space to entities engaging in commercial or non-commercial Aeronautical Activities.

4.9.2 Minimum Standards.

This SASO may use its premises for the purpose of (1) the SASO's own use, primarily for its Aircraft and/or equipment, and (2) the leasing or subleasing of

hangar and associated office and shop space, which can be used for approved commercial or non-commercial Aeronautical Activities.

A SASO engaging in this activity shall have adequate land, apron, vehicle parking, and facilities to accommodate all activities of the Operator and all approved tenants. All required improvements including, but not limited to, apron/paved tie-down, vehicle parking, roadway access, landscaping, and all facilities shall be located on contiguous land or in the general vicinity of the leased area and as approved by the Airport Manager which shall be described in the Lease or License. Apron/paved tie-down shall be adequate, as determined by the Airport Manager, to accommodate the movement of aircraft into and out of the hangar, staging and parking of aircraft

4.10 Temporary Specialized Aviation Service Operator (SASO).

4.10.1 Statement of Concept. Aircraft operators using the Airport may require specialized assistance with the maintenance of their Aircraft and/or flight training of their pilots. When assistance is not available on the Airport through an existing approved Operator due to either the specialized nature of the maintenance and/or flight training requirements, the Airport Manager may allow an Aircraft operator to solicit and utilize the services of a qualified entity to provide said services.

4.10.2 Minimum Standards. This SASO shall conduct Activity on and from the premises of the Aircraft operator in a first-class manner consistent with the degree of care and skill exercised by experienced Operators providing comparable products and services and engaging in similar activities.

The Aircraft operator must submit a request to the Airport Manager on behalf of this SASO, which shall then obtain a 30-day temporary License from the Airport Manager prior to engaging in activity on the Airport. This SASO must meet those requirements of these Minimum Standards which the Airport Manager deems reasonable under the circumstances, including insurance requirements applicable to the type of service being provided.

Aircraft operators requiring after-hour or weekend service by a Temporary SASO must notice the Airport Manager prior to the Temporary SASO engaging in activities on the Airport.

Aircraft operators are responsible for assuring compliance with all Airport Rules and Regulations by the Temporary SASO while on the Airport.

The Temporary SASO shall have and provide to the Airport Manager evidence of all federal, state and local licenses and certificates that are required for the services to be provided on the Airport.

ARTICLE FIVE: OFF-AIRPORT ACCESS

5.1 Statement of Concept. This Article shall be known and may be cited as the Northern Colorado Regional Airport Access Policy, or the "Access Policy." This Access Policy shall apply to any person or entity desiring aeronautical access to the runways and taxiways of the Airport, from property adjacent to the Airport, but not a part of or owned by the Airport. Access

approval is conditioned upon the possession of an executed Access Agreement that stipulates terms and conditions, including permitted activities and proscribed uses. The Cities are not required to allow aeronautical access to a party desiring to enter the AOA of the Airport from an off-Airport location. The Cities are obligated under FAA Grant Assurances to ensure that the following conditions are included, at a minimum, in any such Access Agreement:

5.1.1 Any Access Agreement shall require compliance with any existing and/or future Grant Agreement between the FAA and Cities; and include the ability to cancel such Agreement for non-conformance with these Grant Assurances.

5.1.2 The Airport shall seek recovery of a fair share of initial and continuing costs of providing a public use landing area. The establishment of rates, fees, charges, and the like should be set at levels no lower than those for comparable on-Airport property, which do not give an unfair competitive advantage to the off-Airport party, and be in conformance with FAA Grant Assurances.

5.1.3 Cities shall not be precluded in their rights and powers nor be placed in a position that might result in violation of exclusive rights prohibitions of FAA Grant Assurances.

5.1.4 There shall not be any actual or proposed development or use of land and facilities contrary to the approved ALP.

5.2 Definitions. The following terms as used in this Article Five shall have the following meanings:

5.2.1 “Access Area,” shall mean the entire portion of an Off-Airport Parcel, described in an Access Agreement, that is used by the Off-Airport User for aeronautical purposes, including buildings, hangars, driveways, parking areas, aircraft aprons, taxiways/taxilanes, landscaping or other uses.

5.2.2 “Access Agreement,” shall mean in this Article 5 and as used throughout this Agreement, any document approved by the Cities, granting aeronautical access to the Airport by an Off-Airport User, subject to the provisions of this Article. Such Agreement will specify the particular terms, conditions and limits of Airport access, and shall describe the Access Area.

5.2.3 “Access Taxiway,” shall mean an aircraft taxiway or taxilane located on or off the Airport, that connects into a taxiway or taxilane on the Airport and that is constructed for the purpose of allowing aircraft to taxi between the Airport and Off-Airport Parcel(s).

5.2.4 “Off-Airport Parcel,” shall mean any tract of land or portion thereof not located on the Airport that abuts or will abut an Access Taxiway or Taxilane as such may exist from time to time.

5.2.5 “Off-Airport User,” shall mean an owner or user or an Off-Airport Parcel who desires to operate aircraft directly between its Off-Airport Parcel and the Airport.

5.3 Access Right. Airport access to Off-Airport Users is not an obligation of the Cities. Access to the Airport may be granted to Off-Airport Users, subject to the terms and conditions of this Article Five and of the Access Agreement granted to each Off-Airport User. The access granted shall be for the purpose(s) as defined in the Access Agreement. , so that it will have access to the Airport taxiways leading to runways, for the purpose of maneuvering, taking off, and landing of Aircraft. The access right may be revoked by the Cities for failure to comply with the provisions of these Articles, the Airport Rules and Regulations, Storm Water Management Plan, terms of its Access Agreement, or other policies and provisions of the Airport, or as required by any federal or state oversight action including, but not limited too, FAA, HLS, TSA, and CDOA.

5.4 Off-Airport Parcel Uses; Access Taxiways: Permitted and Prohibited Uses.

5.4.1 Access Area. The Cities, FAA, State of Colorado Division of Aeronautics, or any other regulatory authority shall have the right to enter the Access Area to inspect or perform other regulatory requirements. All safety and operational rules and regulations applicable to the operation of the Airport shall be applicable to the Access Area.

5.4.2 Access Taxiway Construction. An Off-Airport user shall construct Access Taxiways to connect its parcel with Airport taxiways. The number, exact location and configuration of the Access Taxiways will be determined from time to time by the Off-Airport User. Plans and specifications for Access Taxiways shall be approved by the Cities and FAA prior to construction. Access Taxiways shall be built to FAA design standards, and shall be designed and constructed to meet the same standards for taxiway construction as those for Airport taxiways.

5.4.3 Transfer & Maintenance of Improvements. After completion of construction, inspection and approval by the Cities, that portion of the Access Taxiway on Airport property shall be dedicated to the Cities, and maintained by the Cities. Upon demand, Off-Airport Users shall reimburse the Cities for cost of said pavement area maintenance. Those portions of Access Taxiways off the Airport property shall be maintained by the Off-Airport User in accordance with commercial aviation standards for maintenance of public taxiways.

5.4.4 Permitted Uses. An Off-Airport User shall only be permitted to conduct aviation activities from an Off-Airport Parcel which are defined in the Access Agreement. Activities on Off-Airport Parcels are subject to all City of Loveland and/or Larimer County zoning ordinances and land use regulations as applicable.

5.4.5 Self Fueling. Self fueling operations are not permitted on an Off-Airport Parcel.

5.4.6 Development Plan Compliance. Development and improvements on Off-Airport Parcels that access the Airport must be in compliance with the City of Loveland 1994 Comprehensive Master Plan (“CDP”), as amended. Off-Airport Users shall also submit Form 7460-1 to FAA prior to placing or constructing any building or other structure on the Off-Airport Parcel.

5.4.7 Residential Access. Access to the Airport from Off-Airport Parcels used for residential purposes shall not be permitted.

5.5 Access Agreement.

5.5.1 Application; Granting of Access. Any Off-Airport User who desires access to the Airport from an Off-Airport Parcel shall apply to the Cities for an Access Agreement. The Off-Airport User shall deliver to the Airport Manager a survey plat of the Access Area, including a computation of the size of the Access Area in square footage on the Off-Airport Parcel. Additional information will be provided as detailed in the application, and the Off-Airport User shall clearly show how he/she intends on complying with the CDP.

5.5.2 Conditions for Granting; Access Agreement Granted. Cities' staff and the Airport Manager shall review the application for compliance with the CDP and other requirements as set forth in this Article and make a recommendation to the Cities' Airport Steering Committee to allow or not allow access, and the execution of an Access Agreement. If issued, the Access Agreement shall continue in accordance with the negotiated terms as defined in the Access Agreement, or until it expires or is revoked or terminated by the Cities for cause as described below. Said Agreement is renewable with the prior written approval of the Cities.

5.5.3 Assignment of Access Agreement. The Access Agreement may not be sold, transferred or assigned without the prior written consent of the Cities, which consent shall not be unreasonably withheld.

5.5.4 Contents of Agreement; Amendment of Agreement. The Access Agreement shall specify the size of the Access Area and applicable fees and royalties to be charged pursuant to this Article. Applicable access fees may be found in the attached Airport Rates and Charges, **Attachment 4** or in specific Access Agreements and Agreements. An Off-Airport User shall have the right to change the Access Area on its Off-Airport Parcel from time to time provided that such user notifies the Cities of such change, provides a new survey of the revised Access Area, and applies for an Access Agreement for such revised Access Area, which Agreement shall be issued if such revised access area complies with the provisions of this Article. The fee shall be applicable to any real property added to the Access Area. Any further access or change in existing access location(s) may not be allowed if it is conflict with on-Airport future development plans. All on Airport activities will take priority over Off-Airport access.

5.5.5 Revocation; Reinstatement. The Cities may revoke the Access Agreement of any Off-Airport User who either (1) fails to pay its applicable fee or otherwise to comply with any provision of this Article, with such failure not being corrected within sixty (60) days after written notice thereof is given by the Airport Manager to such user, or (2) fails to pay prior to delinquency the lawfully assessed and levied City or County taxes on its Off-Airport Parcel, or (3) as provided for in the Access Agreement. Any Access Agreement that has been revoked shall be reinstated upon payment of such fee, the correction of any such non-compliance or the payment of such taxes plus all penalties and interest, as applicable. The Cities reserve the right at their sole discretion to permanently revoke the Access Agreement, notwithstanding the provisions of this paragraph, if such revocation is due to multiple instances of non-compliance with this Article.

5.5.6 Post-revocation Hearing. In the event that an Access Agreement is revoked, the permittee may request in writing within 15 days of such revocation a hearing before the Airport Steering Committee to appeal the revocation of the Access Agreement.

5.5.7 Prohibition Against Un-Permitted Access; Penalty. It shall be an unlawful trespass for any person to utilize an access right, or enter the AOA of the Airport from an off-Airport location for aeronautical purposes, unless such person holds a valid Access Agreement and utilizes the access right in the manner described in that Agreement.

5.5.8 Multiple Off-Airport Users; Single Parcels. Each entity shall apply for and obtain its own Access Agreement as outlined in this Article, and shall be directly responsible for the associated fees. In the event that an Access Agreement has been entered into for several parcels within an adjacent property, all fees and conditions may be addressed in a single Access Agreement. In the event that any breach of the Access Agreement occurs, the Cities, in their sole discretion, may deny access to the Airport for all or any of the parcels and lots within such adjacent property that have access to the Airport under such Access Agreement even if fewer than all of the owners of parcels or lots are in breach of the Agreement.

5.5.9 Conflicting Provisions. If any provision of these Minimum Standards is in conflict with a provision of any Access Agreement entered into by the Cities, the provision of these Minimum Standards shall control over the conflicting provision in the Access Agreement unless the Access Agreement expressly provides that the provision in the Access Agreement shall control over the conflicting provision in these Minimum Standards.

5.6 Access Agreement Fee; Time For Payment; Amount of Fee

5.6.1 Agreement Fee; Time of Payment. At the time of issuance of an Access Agreement, Off-Airport Users shall be charged a fee, which shall be defined in the Access Agreement document. The fee shall be subject to late charges as established and from time to time revised by the Cities, if not paid within 60 days of the date due.

5.6.2 Agreement Fee; Amount. The annual fee for Airport access will be those amounts as determined from time to time by the Cities and incorporated in Rates and Charges, **Attachment 4** or as specifically defined in the Access Agreement and associated agreements and as may be amended from time to time.

**ATTACHMENT 1
TO MINIMUM STANDARDS**

Required General License Clauses

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

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

2. Federal Requirements; Nondiscrimination

a. Operator agrees that in conducting its operations under the License it shall maintain and operate its facilities and services in compliance with all requirements imposed pursuant to the Airport and Airway Improvement Act of 1982, as amended, and any regulations issued there under, as well as all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

b. Operator agrees: (1) that no person on the grounds of race, color, sex, creed or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of any premises and facilities of Operator at the Airport, (2) that in the construction of any improvements on, over, or under such premises and facilities and the furnishing of services thereon, no person on the grounds of race, color, sex, creed or national origin shall be excluded from the participation in, denied the benefits of, or otherwise subjected to discrimination, (3) that Operator shall use any such premises and facilities in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

c. Operator agrees that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, Nondiscrimination in Airport Aid Program, or otherwise approved by the FAA, to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Operator assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. Operator assures that it will require that its covered sub-organizations provide assurances to Operator that they similarly will undertake affirmative action programs and that they will require assurance from their sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

d. Operator agrees that it shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof, and shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that Operator may make reasonable and non-discriminatory

discounts, rebates, or other similar types of price reductions to volume purchasers.

e. Operator agrees that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in the performance of this License on the grounds of race, color, national origin or sex, as provided in 49 CFR Part 23, Participation of Minority Business Enterprise in Department of Transportation Programs, or parallel regulations issued by the FAA.

f. Noncompliance with these nondiscrimination provisions after timely notice of noncompliance is provided to Operator by either the Cities or the U.S. Government, and Operator's failure to substantially remedy such noncompliance within a reasonable period, shall constitute a material breach of these provisions and this License. In the event of such noncompliance, the Cities shall have the right to terminate this License and any estate created hereunder, without liability therefore, or at the election of the Cities or the United States, either or both shall have the right to judicially enforce such provisions.

3. Aircraft Service by Owner or Operator of Aircraft

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

4. No Exclusive Rights

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

5. Airport Development

The Cities reserve the right to further develop or improve the Airport as they see fit, without unreasonable interference or hindrance. If the physical development of the Airport requires the relocation of Operator-owned facilities during the any lease term, the Cities agree to provide a comparable location without any unreasonable interruption to the Operator's activities, and agree to relocate all Operator-owned buildings or provide similar facilities for the Operator at no cost to the Operator, except as amended by a written lease with the Operator.

6. Cities' Right to Maintain the Airport

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

7. Right of Flight

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

8. Airport Obstructions or Other Hazards

The Operator expressly agrees for itself, its successors and assigns that it will (1) not erect nor permit the erection of any structure or object nor permit the growth of any tree on any leased premises of Operator on the Airport that violates 14 CFR Part 77 Surfaces; (2) not make use of any such leased premises in any manner which might interfere with operation or safety of the Airport or otherwise constitute a hazard; and (3) submit form 7460-1 and 7480-1 (if applicable) to the FAA at least 30 days prior to the construction of any structure or potential obstacle.

The Cities reserve the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, and to prevent and abate any hazard or interference, including (1) the right to prevent the Operator from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the Cities, would limit the usefulness of the Airport or constitute a hazard to the aircraft, and (2) the right to enter upon leased premises and to remove the offending structure or object, abate the interference, or cut the offending tree, all of which shall be at the expense of the Operator.

9. Compliance with Laws, etc.

The Operator shall comply with the Airport Rules and Regulations, the Airport Security Plan, Airport Minimum Standards, and the Airport Operations Manual, as existing at the time the License is granted, or as amended from time to time thereafter at the Cities' sole discretion. The Operator shall comply with all federal, state and municipal laws, ordinances, codes and other regulatory measures (specifically including but not limited to all FAA and U.S. Environmental Protection Agency ("EPA") requirements) now in existence or, as may be hereafter modified or amended, applicable to the operation conducted. If the Operator fails to comply with this provision and the requirements referenced herein and such failure results in damage or expense to the Cities, the Operator shall indemnify the Cities for that damage or expense. Operator shall, at its sole cost and expense, pay all taxes, fees and other charges that may be levied, assessed or charged by any duly authorized agency.

10. Required Licenses and Certificates

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

11. Handling of Waste Liquids

No substances likely to impair the operation of sewage or drainage systems, or otherwise not permissibly placed in such sewage or drainage systems, shall be placed therein; nor shall oils, greases, detergents or other liquid wastes be disposed of by pouring on the

ground. All rules, regulations, advisory publications or other requests issued by the United States EPA or competent governmental authority shall be complied with at all times, including but not limited to the installation of a grease and oil trap designed to catch all oils, greases, detergents, and other insoluble substances used in the maintenance and washing of the Operator's or the Operator's customers', aircraft. Installation of said trap shall conform to the recommended specifications of the USEPA, the State of Colorado, the Cities, any applicable special district, and the sewage operator.

12. Indemnification

a. In concert with and in addition to the insurance requirements set forth herein, Operator shall indemnify, protect, defend, and hold Cities, their officers, employees, and agents, and their insurers, completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this License and/or the use or occupancy of any leased premises of Operator on the Airport, or the acts or omissions of Operator's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the sole negligence of the Cities. Operator shall use counsel reasonably acceptable to the Cities in carrying out its obligations hereunder.

b. Cities shall give Operator reasonable notice of any claims or actions against the Cities, which directly or indirectly affect Operator, and Operator shall have the right to compromise and defend the same to the extent of its own interest.

c. Operator agrees that if a prohibited incursion into the Air Operations Area occurs, or the safety or security of the Air Operations Area, the Field and Runway Area, or other sterile area safety or security is breached by or due to the negligence or willful act or omission of any of Operator's employees, agents, or contractors and such incursion or breach results in a civil penalty action being brought against the Cities by the U.S. Government, Operator will reimburse Cities for all expenses, including attorney fees, incurred by Cities in defending against the civil penalty action and for any civil penalty or settlement amount paid by Cities as a result of such incursion or breach of airfield or sterile area security. Cities shall notify Operator of any allegation, investigation, or proposed or actual civil penalty sought by the U.S. Government for such incursion or breach. Civil penalties and settlement and associated expenses reimbursable under this paragraph include but are not limited to those paid or incurred as a result of violation of TSA Part 1542, Airport Security, TSA Part 1544, or FAR Part 139, Certification and Operations: Land Airports Serving Certain Air Carriers.

d. The provisions of this section shall survive the expiration or early termination of this License for matters arising before such expiration or early termination.

13. Right of Entry

- a. Any official representative of the Cities may enter upon any leased premises of Operator on the Airport during normal operating hours, and for any purpose incidental to, or connected with the performances of the Operator's obligations under this License or in the exercise of their function as a representative of the Cities.
- b. Further, any official representative of the Cities may enter upon any leased premises of Operator on the Airport at any time in response to an emergency.
- c. To facilitate 13.b above, the Operator shall either provide escrowed door keys, access codes, or the like to the Airport Manager for any leased premises of Operator on the Airport, or accept responsibility and hold Cities harmless for possible damage to such leased premises as a result of a forced entry by Cities representatives in responding to an emergency.

14. Termination

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

15. Assignment

All covenants, stipulations and provisions in this License shall extend to and bind the Operator's legal representatives, successors and assigns.

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

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

any part of this License in violation of this Article, such assignment shall be void and this License shall thereupon automatically terminate. Cities' consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

16. Subordination

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

ATTACHMENT 2
Minimum Insurance Requirements
Northern Colorado Regional Airport for
Commercial Aeronautical Activities

*Note: In all cases, the minimum insurance requirements for each of the below-listed commercial aeronautical activities shall not be less than the maximum amount that may be recovered against the Cities under the **Colorado Governmental Immunity Act**, (Sec. 24-10-101-et sec.C.R.S.) whichever is greater.*

Fixed Base Operator (FBO)

Aircraft Liability - \$5,000,000 per occurrence combined single limit for bodily injury and property damage including passengers.

Comprehensive Public Liability and Property Damage (Premises) - \$5,000,000 per occurrence of combined single limit bodily injury and property damage.

Hangar Keeper's Liability - \$5,000,000 per occurrence.

Products & Completed Operations Liability - \$5,000,000 per occurrence.

Environmental Liability - \$1,000,000

Retail Self Service Fueler (RSFO)

Aircraft Liability - \$5,000,000 per occurrence combined single limit for bodily injury and property damage including passengers.

Comprehensive Public Liability and Property Damage (Premises) - \$5,000,000 per occurrence of combined single limit bodily injury and property damage.

Hangar Keeper's Liability - \$1,000,000 per occurrence.

Products & Completed Operations Liability - \$5,000,000 per occurrence.

Environmental Liability - \$1,000,000

Aviation Repair Services SASO (Avionics, Painting, Upholstery, Propeller, Instruments, Accessories, etc.)

Premises Liability - \$1,000,000 per occurrence of combined single limit for bodily injury and property damage.

Products & Completed Operations Liability for Repairs & Services and Parts not Installed - \$1,000,000 per occurrence.

Hangar Keeper's Liability - \$600,000 per occurrence.

Motor Vehicle Liability – If using vehicles on the air operations area in support of business, \$600,000 per occurrence combined single limit for bodily injury and property damage.

Specialized Commercial Flying Services SASO

Aircraft Liability - \$1,000,000 per occurrence combined single limit for bodily injury (including passengers) and property damage. With respect only to passenger bodily injury, a minimum sub-limit of \$100,000 per passenger will be permitted, as applicable.

Premises Liability - \$1,000,000 per occurrence of combined single limit for bodily injury and property damage.

Motor Vehicle Liability – If using vehicles on the air operations area in support of business, \$600,000 per occurrence combined single limit for bodily injury and property damage.

Flight Training SASO

Aircraft Liability - \$1,000,000 per occurrence combined single limit for bodily injury (including passengers) and property damage. With respect only to passenger bodily injury a minimum sub-limit of \$100,000 per passenger will be permitted, as applicable.

Premises Liability - \$1,000,000 per occurrence of combined single limit for bodily injury and property damage.

Motor Vehicle Liability – If using vehicles on the air operations area in support of business, \$600,000 per occurrence combined single limit for bodily injury and property damage.

Aircraft Sales SASO (New and/or Used)

Aircraft Liability - \$2,000,000 per occurrence combined single limit for bodily injury and property damage with respect only to passenger bodily injury, a minimum of \$100,000 each person.

Premises Liability - \$1,000,000 per occurrence of combined single limit for bodily injury and property damage.

Products & Completed Operations Liability for Sale of Aircraft - \$1,000,000 per occurrence.

Motor Vehicle Liability – If using vehicles on the air operations area in support of business, \$600,000 per occurrence combined single limit for bodily injury and property damage.

Aircraft Airframe & Engine Repair & Maintenance SASO

Premises Liability (hangar operation) - \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

Products & Completed Operations Liability for Repairs & Services and Parts not Installed - \$1,000,000 per occurrence.

Hangar Keeper's Liability – \$600,000 per occurrence.

Motor Vehicle Liability – If using vehicles on the air operations area in support of business, \$600,000 per occurrence combined single limit for bodily injury and property damage.

Aircraft Rental SASO

Aircraft Liability - \$1,000,000 per occurrence combined single limit for bodily injury (including passengers) and property damage. With respect only to passenger bodily injury a minimum sub-limit of \$100,000 per passenger will be permitted, as applicable.

Premises Liability - \$1,000,000 per occurrence of combined single limit for bodily injury and property damage.

Motor Vehicle Liability – If using vehicles on the air operations area in support of business, \$600,000 per occurrence combined single limit for bodily injury and property damage.

Air Charter & Air Taxi SASO

Aircraft Liability Per Occurrence – combined single limit for bodily injury and property damage with respect only to passenger bodily injury and property damage, based on passenger seating capacity as follows:

<u>Seating Capacity</u>	<u>Amount</u>
1-4 passengers	\$2,000,000
5-9 passengers	\$5,000,000
10 & over	\$15,000,000

Premises Liability - \$1,000,000 per occurrence of combined single limit for bodily injury and property damage.

Motor Vehicle Liability – If using vehicles on the air operations area in support of business, \$600,000 per occurrence combined single limit for bodily injury and property damage.

Flying Club SASO

Aircraft Liability - \$1,000,000 per occurrence combined single limit for bodily injury (including passengers) and property damage. With respect only to passenger bodily injury a minimum sub-limit of \$100,000 per passenger will be permitted, as applicable.

Premises Liability - \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

Motor Vehicle Liability – If using vehicles on the air operations area in support of business, \$600,000 per occurrence combined single limit for bodily injury and property damage.

Multiple Commercial Activities

Operator shall provide certificates of insurance coverage in an amount equal to the highest individual insurance requirement stipulated for the specific commercial aeronautical services being performed as stated above.

Air Carrier

Aircraft Liability Per Occurrence – combined single limit for bodily injury and property damage based on passenger seating capacity as follows:

<u>Seating Capacity</u>	<u>Amount</u>
1-19 passengers	\$20,000,000
20-59 passengers	\$50,000,000
60-99 passengers	\$100,000,000
100+ passengers	\$150,000,000

The above insurance limits shall be determined by the capacity in passenger seats of the largest aircraft that services Airport in the airlines fleet.

Premises Liability - \$1,000,000 per occurrence of combined single limit for bodily injury and property damage.

Hangars Keepers Liability – If applicable, while in care, custody and control \$5,000,000 per occurrence.

Motor Vehicle Liability – If using vehicles on the air operations area in support of business, \$600,000 per occurrence combined single limit for bodily injury and property damage.

8. FAA CERTIFICATES & LICENSES HELD FOR PROPOSED ACTIVITIES
(Include Type Certificate and Certificate Number):

9. INSURANCE (List All Insurance Coverage Applicable and Limits of Liability. Must Meet Minimum Insurance Requirements Contained In Minimum Standards):

10. Are the Cities of Fort Collins and Loveland, Colorado named as an Additional Insured?

YES _____ **NO** _____

11. ATTACHMENTS:

The following documents at a minimum must accompany the submittal of this Application. Failure to attach may cause Application to be incomplete and not considered.

- a. Corporate Financial Statements
- b. Banking References
- c. Personal Financial Statements for Previous Two (2) Years (If a family owned business or no previous corporate financial history available, or at the discretion of the Authority).

All commercial activities conducted on the Northern Colorado Regional Airport require an approved Business License.

All questions and comments should be directed to the Airport Manager.

ATTACHMENT 4

Rates and Charges

Northern Colorado Regional Airport

License Fee - \$300.00 per year

1. All FBOs, RSFOs, and SASOs licensed to provide services at the Airport either on Airport property or on off-Airport property subject to an access agreement shall pay a license fee at the time of issuance of the license in the amount of \$300.00 per calendar year, prorated in amount based on partial year licensing.