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## **DIVISION I. GENERAL REGULATIONS**

### **10.04: DEFINITIONS**

All words and phrases when used in this Chapter, shall have the meaning respectively ascribed to them below. All definitions contained within the Federal Aviation Act of 1958 (FAA Act) and all amendments thereto are incorporated herein. All definitions shall be interpreted consistently with the FAA Act and amendments thereto:

“Accident” means a collision between a Vehicle and/or Aircraft and a Vehicle and/or Aircraft, Person, stationary object or other thing which results in property damage, personal injury, or death; or an entry into or emerging from a moving Vehicle by a Person which results in personal injury or death to such Person or some other Person, or which results in property damage.

“Aeronautical Activity” means any activity conducted at the Airport that involves, makes possible or is required for the operation of Aircraft, or that contributes to or is required for the safety of such operations.

“Agreement,” “Aeronautical Activity Permit,” “Lease,” or “Concession” means a written contract, executed by Pitkin County (County) and an Entity, and enforceable by law, specifying the terms and conditions under which the Entity may conduct Commercial Aeronautical Activities at the Airport. Such Agreements generally will recite the terms and conditions under which the Commercial Aeronautical Activity will be conducted at the Airport, including but not limited to, the term of Agreement; rents, fees, and charges to be paid by the Entity to the County; and the rights and obligations of the respective parties.

“Affiliated Airline” means any Air Carrier that: (1) is a parent or subsidiary of an Airline, a subsidiary of the parent of an Airline or otherwise under common control with an Airline; (2) shares an International Air Transport Association code with an Airline at the Airport; or (3) otherwise operates under essentially the same trade name as an Airline or its parent or subsidiary at the Airport or uses essentially the same livery as an Airline or its parent or subsidiary; provided that no “major” airline, as such term is defined by the FAA, shall be classified as an Affiliated Airline of another “major” airline unless either clause (1) or (3) above defines the relationship between such airlines at the Airport. Airlines must designate in writing to the County any Airline that will be an Affiliated Airline of that Airline at the Airport. Airlines must also designate in writing to the County the termination of such Affiliated Airline status of an Airline. Airlines are to be billed for Affiliated Airline’s activity at the Airport by the County and the Airlines shall be obligated to serve as a financial guarantor for all rentals, fees, and charges incurred by any Affiliated Airline of an Airline at the Airport when acting on behalf of

such Airline. An Airline shall be responsible for any and all unpaid rentals, fees, and charges of any such Affiliated Airline while such Affiliated Airline operates at the Airport as an Affiliated Airline of said Airline; provided however, an Airline shall only be responsible for such payments as relate to any terminated Affiliated Airline's operations before such termination as an Affiliated Airline of the Airline took effect and solely in connection with the operations of the Affiliate on behalf of said Airline. Termination as an Affiliated Airline of an Airline will not occur until the Airline notifies the County in writing and such termination will be effective as of the date of such notification.

"Aircraft" means a device capable of flight in the air, including helicopters and ultralight vehicles that are licensed or regulated by the FAA.

"Aircraft Fuel" means all flammable liquids composed of a mixture of selected hydrocarbons expressly manufactured and blended for the purpose of effectively and efficiently operating an internal combustion, jet, or turbine engine in an Aircraft.

"Aircraft Fueling Operations Permit" means a written document issued by the County as a prerequisite to an Entity being authorized to conduct Fueling Operations at the Airport. Such Aircraft Fueling Operations Permit incorporates Title 10 of Pitkin County Code, as amended, and may set other applicable terms and conditions.

"Aircraft Fueling Operations Permittee" means an Entity who has been issued and holds a valid, then-current Aircraft Fueling Operations Aircraft Fueling Operations Permit.

"Air Carrier" or "Airline" means an Entity holding an operating certificate under Federal Aviation Regulation Part 121 or Part 135 and operating under a published schedule, pursuant to a certificate of public necessity.

"Airport", means the Aspen-Pitkin County (Sardy Field) Airport, located in Pitkin County, Colorado, including all real property, easements or any other interest therein, as well as all improvements and appurtenances thereto, structures, Buildings, Facilities, fixtures, and all tangible personal property or interest in any of the foregoing, now or hereafter owned, leased, or operated by the County.

"Airport Certification Manual" means a document authorized and approved by the FAA pursuant to 14 CFR Part 139 with respect to the Airport's 14 CFR Part 139 Operating Certificate.

"Airport Director" means the official representative of Pitkin County at the Airport, or other such person designated by the Airport Director, who is the official representative of the County at the Airport with principal responsibility for the operation and management of the Airport and is authorized to exercise functions with respect to the rights and obligations of the County under these Airport Rules and Regulations.

"Airport Master Plan" means the master plan adopted by the County pursuant to federal regulations, procedures and guidance.

"Airport Layout Plan" or "ALP" means the FAA-approved and Airport-adopted drawing, as may be amended from time to time, which reflects an agreement between the FAA and Airport depicting the physical layout of the Airport and identifying the location and configuration of current and proposed Runways, Taxiways, Buildings, Facilities, Roadways, utilities, nav aids,

etc. and proposed allocation of Airport land and/or improvements to specific uses and/or development.

“Airport Lessee, Licensee and Permittee (LLP)” means an Entity holding a current written agreement with the County to conduct a Commercial Aeronautical Activity at or from the Airport.

“Airport Operations Area” or “AOA” means that portion of the Airport, specified in the Airport Security Plan, in which security measures specified in 49 CFR Parts 150 and 152 are carried out. The AOA includes all space on the Airport where the general public users of the Airport are restricted by fence or posting, or such areas where Aircraft are Parked or operated, or where operations not open to the general public are conducted. “Airport Rules and Regulations” means the rules and regulations as set forth in County Administrative Code Title 10 and subsequent amendments thereto.

“Airport Security Plan” means the Transportation Security Administration (TSA) approved document, including any amendments or revisions thereto, that governs Airport security.

“Air Taxi/Charter” means an Air Carrier certificate holder licensed by the FAA to provide air transportation (Persons or property) to the public for hire, under Part 135 of the Federal Aviation Regulations, and on a scheduled, nonscheduled, or on-demand basis.

“Air Transportation Business” means a Business operated by an Air Carrier for the commercial transportation by air of persons, property, mail, parcels, and cargo at the Airport.

“Apron” means the paved portion of the Airport, that is reserved exclusively for the storage and movement of Aircraft, including General Aviation (GA) Parking Areas, GA Aircraft Circulation and Staging Areas, GA Facilities Taxiplanes, the Terminal Building Aircraft Apron, and storage areas for Aircraft ground support equipment.

“Assigned Area” means those areas in the Passenger Terminal assigned by County to an Airline in a Letter of Authorization as Exclusive Use Passenger Terminal Premises, Shared Use Passenger Terminal Premises, Preferential Use Passenger Terminal Premises, or Common Use Passenger Terminal Premises.

“Authorized Emergency Vehicle” means Vehicles of the fire department, law enforcement department and such ambulances and other emergency Vehicles of municipal departments, government agencies, public service corporations, or private ambulance companies, or such others as are officially designated as such for use upon the Airport by written authorization of the Airport Director.

“Bicycle” means every device propelled by human power upon or which any Person may ride, having two tandem wheels either of which is over twenty (20) inches in diameter and including any device generally recognized as a Bicycle though equipped with two front or two rear wheels.

“Board of County Commissioners” or “BOCC” means the governing body of Pitkin County authorized by State law and County Home Rule Charter to officially represent and legally bind the County.

“Building” means a roofed, enclosed, heated, insulated non-temporary structure with a foundation and utilities.

“Business” as used in these rules and regulations, means the sale, offering for sale, or the furnishing of any commodity, article, facility or service.

“Center Line” means the continuous or unbroken line marked upon the surface of a Roadway, Runway, Taxiway/Lane, or other operational pavement by paint or otherwise to indicate either the middle portion of the pavement or to identify each portion of the pavement allocated to Traffic proceeding in the two opposite directions. If on a Roadway, no line is painted or marked, it is the imaginary line in the Roadway equally distant between the opposite curbs or edges of the Roadway.

“Commercial Aeronautical Activity or Service” means an Aeronautical Activity conducted by an Entity for commercial purposes. The following services/activities commonly conducted on airports are considered a Commercial Aeronautical Activity within this definition: charter operations, pilot training, Aircraft rental and sightseeing, aerial photography, crop-dusting, aerial advertising, air ambulance services, surveying, Aircraft sales and services, sale of aviation petroleum products, repair and maintenance of Aircraft, and sale of Aircraft parts. A Commercial Aeronautical Activity or Service also includes any Entity or contract employee engaged in the performance of an Aeronautical Activity for compensation or hire at the Airport who is not an employee of a Fixed Base Operator (FBO) or a Specialized Fixed Base Operator (S-FBO). For purposes of this definition, “commercial purposes” is the conduct of any aspect of a business or agency providing goods or services to any Person for compensation or hire, including exchange of services, whether or not such objectives are accomplished. An activity is considered a commercial activity regardless of whether the business is non-profit, charitable, or tax-exempt.

“Commercial Aeronautical Operator” means a Person or Business entity engaging in a “Commercial Aeronautical Activity” or “Commercial Aeronautical Service” as those terms are defined in Title 10.

“Commercial Ground Transportation Operator” means a Person or Business Entity engaged in any kind of commercial ground transportation service, including but not limited to, buses, taxis, limousine service and transportation network companies, that provides vehicular transportation and receives monetary compensation in any form, including but not limited to fees, charges or gratuities.

“Common Use Passenger Terminal Premises” means those areas designated for use in common by certain classifications of Airport Tenants, licensees, and permittees; for example, the non-secure waiting and circulation areas in the Passenger Terminal.

“Concession,” as used in these rules and regulations, means the sale, offering for sale, or the furnishing of any commodity, article, facility or service.

“Concourse” means any extension of the Airport’s terminal Building so arranged as to facilitate access to and from Aircraft.

“County” means the county of Pitkin, a body corporate and political subdivision of the State of Colorado.

“Crosswalk” means that part of a Roadway at an Intersection included within the connections of the lateral lines of the Sidewalks on opposite sides of the Roadway, measured from the curbs, or in the absence of curbs, from the edges of the traversable Roadway at an Intersection or elsewhere, distinctly marked or indicated for Pedestrians crossing by lines or otherwise, or where angle crossing is permitted within the connections of the lateral Sidewalks on opposite sides of the Roadway, measured from the curbs, or in the absence of curbs, from the edges of the traversable Roadway.

“Driver” means every Person who drives, operates, or is in actual physical control of a Vehicle or Motor Vehicle. Within the AOA, airport movement areas such as runways, taxiways, and other areas used for taxiing, takeoff, and landing are strictly controlled by the Air Traffic Control Tower (ATCT), requiring clearance to enter, while non-movement areas such as areas where aircraft taxi, are towed, or pushed without radio contact with the ATCT, allowing free movement for ground vehicles and aircraft. The boundary is marked by two yellow lines: one solid (non-movement side) and one dashed (movement side).

“Entity” means a person, firm, partnership, limited liability company (LLC) or corporation, proprietorship, association, or group, and includes any authorized trustee, receiver, assignee, or other similar representative of the previously noted business organizations.

“Exclusive Right” means a power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege or right. An Exclusive Right may be conferred either by express agreement, by imposition of unreasonable standards or requirements or by another means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or right, would be an Exclusive Right.

“Exclusive Use Passenger Terminal Premises” means those portions of the Passenger Terminal assigned to an Airline through a Letter of Authorization, to which Airline shall have exclusive use.

“FAA” or “Federal Aviation Administration” means the Federal Aviation Administration established by the federal government under the Federal Aviation Act of 1958, as amended, or such other governmental agency which may be successor in function thereto or be vested with the same or similar authority.

“FAA Air Traffic Control Tower” or “ATCT” means the FAA-owned and operated facility located on the Airport that uses air/ground communications, visual signaling, and other devices to provide air traffic control services to Aircraft operating in the vicinity of the Airport or Aircraft or Motor Vehicles operating on the AOA.

“Facilities” is an inclusive phrase, including Buildings, Improvements and equipment and any Personal property not included in the definitions of Buildings, Improvements and equipment.

“Federal Aviation Regulations” or “FAR” are the regulations promulgated by the FAA and appearing in the Code of Federal Regulations at Title 14.

“FFEI” means furniture, trade fixtures, equipment, and inventory, including all business and personal property that is not real estate, that is used by an Entity on the Airport (excluding Aircraft).

“Fixed Base Operator” or “FBO,” as more fully defined in Division II, means a Commercial Aeronautical Operator that maintains Facilities at the Airport for the purpose of:

1. Engaging in the retail sale of aviation Fuels primarily to purchasers other than (1) scheduled or supplemental Air Carriers, or (2) the United States Department of Defense; and
2. Performing the minimum aggregation and level of the following aeronautical activities and/or services: retail Fuel sales, Maintenance, servicing, parking, storage, as further defined below.

An operator that provides at least the minimum required aggregation and level of Facilities, activities and services, including the retail sale of aviation Fuel, is classified as a full-service FBO; an operator that provides less than the minimum required aggregation of Facilities, activities and services and/or does not engage in the retail sale of aviation Fuels is classified as a Specialized Fixed Base Operator (S-FBO).

“Fuel” means all fuels used in the propulsion of Aircraft or Motor Vehicles.

“Fuel Storage Area” means any area of the Airport designated by the County for the temporary or permanent storage of Aircraft Fuel, Motor Vehicle Fuel, or any other type of Fuel or Fuel additive.

“Fueling Operation(s)” means the receipt, storage, handling, movement, delivery and dispensing of Fuel for Aircraft at the Airport, including the installation, use and Maintenance of fueling equipment, and the operations and supervision of all Personnel engaged in fueling activities. All Fueling Operations at the Airport are either Retail Fuel Sales, which may include offering Retail Self-Service Fueling, or Self-Fueling.

“Fueling Operations Permit” means a written document issued by the Airport as a prerequisite to the conduct of Fueling Operations at the Airport other than customers of Retail Self-Service Fueling operations; such permit incorporates these regulations, as amended, and may set other applicable terms and conditions.

“Gate” means that portion of the Passenger Terminal that provides a waiting area for passengers before boarding their flight, consisting of seating, a counter, and an Aircraft entry or exit doorway to facilitate access to and from Air Carrier Aircraft.

“General Aviation” or “GA” means all phases of aviation other than military aviation and scheduled or non-scheduled commercial air carrier operations.

“General Aviation Area (GA Area)” or “General Aviation End (GA end)” means the northern half of the Airport (approximately) and a portion of the West side of the Airport occupied and used primarily by Facilities for and operations of General Aviation, especially FBOs and S-FBOs and their customers; the General Aviation Area is separated from the Air Carrier Area of the Airport by a double yellow dashed line separated by a solid red line at approximately A-5 on the Runway.

“GA Aircraft Apron” or “GA Apron” means the paved portion of the GA Area used primarily for the movement, staging, and storage of GA Aircraft.

“Hangar” means a permanent structure with a ceiling and at least three walls designed to hold and protect aircraft from the elements.

“Improvements” means the products of the expenditure of funds relating to real estate that are not Buildings or Facilities including, without limitation, utilities and paving.

“Intersection” means the area embraced within the prolongation or connections of lateral pavement sections or where two or more areas of pavement join one another.

“Law Enforcement Officer” or “LEO/LEOs” means every officer of the Pitkin County Sheriff’s Department of Pitkin County or any other Person designated and authorized in writing by the County to direct or regulate Traffic, or make arrest, pursuant to the Airport Director’s powers, upon the Airport.

“Lessee” means any Entity obtaining a Lease from the County to occupy space and hold certain leasehold interests at the Airport.

“Letter of Authorization” or “LOA” shall mean a letter issued by the County which constitutes a permit by the County authorizing an Air Carrier with the requisite federal regulatory approvals to conduct an Air Transportation Business at the Airport and to use and occupy certain Passenger Terminal Premises in compliance with the terms of the Airport Rules and Regulations.

“Limousine” shall apply to and include any Motor Vehicle with a maximum seating capacity of fourteen (14) seats plus the driver operating on a “call and demand” basis, transporting passengers at a per person rate, the use of said vehicle not being exclusive to any individual or group.

“Loading Zone” means an area reserved for the exclusive use of Vehicles while actually engaged in loading or unloading passengers or freight.

“Maintenance” means the inspection, overhaul, repair, preservation, and the replacement of parts, excluding Preventive Maintenance.

“Major Repair” means a repair that:

1. If improperly done, might appreciably affect weight, balance, structural strength, performance, powerplant operation, flight characteristics, or other qualities affecting airworthiness; or
2. Is not done according to accepted practices or cannot be done by elementary operations.

“Maximum Allowable Gross Landing Weight” means the maximum permissible gross weight which an aircraft may lawfully have or be permitted to have at the time of landing as set forth in the FAA and/or manufacturer aircraft specifications and without giving consideration to local factors. The term does not refer to the actual weight of an aircraft.

“Marijuana” means cannabis and marijuana, in all forms, including its derivatives and extracts.

“Memorandum of Understanding” or “MOU” is a formal, non-binding agreement between two or more parties that outlines the parties’ intentions, responsibilities and mutual understanding.

“Micro Grid” means the integrated electric microgrid facility located adjacent to the Pitkin County Public Works Facility on the east side of Colorado Highway 82.

“Minimum Standards” means the Minimum Standards and requirements for the conduct of Commercial Aeronautical Services and Activities at the Airport, which were originally adopted by the BOCC on January 28, 1992, amended by the BOCC on August 24, 1993, amended by the BOCC on December 20, 2000, amended by the BOCC on July 27, 2005, as set out in Division II. The Minimum Standards set forth the qualifications established by the County as the minimum requirements to be met as prerequisite conditions for the right to occupy real estate and to conduct a Commercial Aeronautical Activity on the Airport.

“Minor Repair” means a repair other than a Major Repair.

“Motor Gasoline” or “MOGAS” means gasoline normally used in automobiles, but which is approved for use in certain Aircraft.

“Motor Vehicle” means every Vehicle which is self-propelled.

“Motorcycle” means every Motor Vehicle having a seat or saddle for the use of the rider and designed to travel with not more than three wheels in contact with the ground, including a motor scooter, but excluding a farm tractor, or implement of husbandry.

“NFPA” means National Fire Protection Association.

“Nighttime Operations” means any landing or departure at the Airport during the period between one-half hour past sunset, local time, and 7:00 AM the following morning. The time that is one-half hour past sunset shall be defined on a schedule published by the Airport Director and available upon request.

“Nonsignatory” means an operator who does not hold a written lease, license, use agreement or operating permit from the County for the use of the public terminal Facilities; or whose lease, license, use agreement or operating permit is expired, terminated or in default.

“OSHA” means the Occupational Safety and Health Administration, the federal agency responsible for enforcing workplace laws and standards aimed at protecting worker health and safety in the United States.

“Park” or “Parking,” when prohibited, means the standing of a Vehicle, whether occupied or not, except when necessary to avoid conflict with other Traffic, or in compliance with the directions of a Law Enforcement Officer, County employee assigned to the Airport or Traffic Control Signal, sign or device.

“Passenger Terminal” means the Air Carrier Passenger Terminal Building and appending structures at the Airport.

“Passenger Terminal Premises” means certain areas of the Passenger Terminal that are occupied and used by an Airline pursuant to a Letter of Authorization.

“Patio Shelter” means open sided shelters used for the storage of Aircraft in connection with General Aviation Aircraft. Patio shelters are located on the north GA Apron.

“Pedestrian” means any Person afoot or in a wheel chair.

“Permittee” means a Person who has been issued and holds a valid, then-current Fueling Operations Permit.

“Person” means any natural person and any firm, association, joint-stock association, partnership, corporation, company, society or other organization, governmental entity or any other legal or Business entity. It includes a trustee, receiver, assignee, or similar representative of any such Entity.

“Personnel” means Persons who are employees of an Entity or who are contractually obligated to render a Commercial Aeronautical Activity on behalf of an Entity.

“Pilot” means every Person who operates, flies, or is in full control of an Aircraft.

“Pitkin County, Colorado” means a Colorado home rule County; the owner, operator and FAA sponsor of the Airport.

“Preferential Use Passenger Terminal Premises” means those portions of the Passenger Terminal assigned to an Air Carrier by the County through a Letter of Authorization, such as passenger holdroom gate podium areas and Terminal Building Aircraft Apron Aircraft parking positions, to which an Airline shall have priority over other users; that is, use on a first-priority basis subject to certain conditions including minimum use requirements and/or the County's right to withdraw the use or to require shared use, pursuant to the County's obligation to provide reasonable access to Airfield facilities to federally-qualified operators.

“Premises” means certain identified Airport land areas, Buildings and Facilities, collectively, that are occupied and used by an Entity pursuant to a County issued lease, license, permit, or Letter of Authorization.

“Preventative Maintenance” means simple or minor preservation operations and the replacement of small standard parts not involving complex assembly operations.

“Procurement Action” means an administrative process, undertaken by the County pursuant to its procurement code, for the public solicitation and competitive selection of a provider of goods or services to the County.

“Public Airfield Facility(ies)” means (a) Runways; (b) Public Airfield Facilities Taxiways and turnoffs; (c) Public Airfield Facilities Ramp and Apron areas; and (d) any extensions or additions to the above and any other space or Facilities provided by the County at the Airport for public and common use by Aircraft operators in connection with the landing and taking off of Aircraft, or in connection with operations hereinafter authorized to be performed by Aircraft operators upon the aforesaid Runways, Taxiways and public passenger Ramp and Apron areas; but only as and to the extent that they are from time to time provided by the County at the Airport for public and common use by Aircraft operators.

“Public Space” means all hallways, entrance-ways, public or common use lobbies and areas, public toilet areas and other publicly accessible areas of the Passenger Terminal.

“Ramp” means the paved portion of the Airport, used primarily for General Aviation, that is reserved exclusively for the storage and movement of Aircraft, including GA parking areas, GA Aircraft circulation and staging areas, General Aviation facilities taxilanes, and allied servicing equipment.

“Reimbursable Agreement” or “RA” means an agreement between parties where one party agrees to reimburse the other party for allowable costs incurred in a project.

“Retail Fuel Sales” means the conduct of Aircraft Fueling Operations by an Entity for money or other valuable consideration (present, past or future), including services of any kind whatsoever.

“Retail Self-Service Fueling” means fueling by a customer from a pull up commercial Fuel pump made available by the Airport or an Aircraft Fueling Operations Permittee.

“Right-Of-Way” means the privilege of the immediate use of the Roadway or Airport Operations Area.

“Roadway” means that portion of an area improved or designed, or ordinarily used for vehicular travel. In the event the Roadway includes two or more lanes, the term “Roadway,” as used herein, shall refer to any such Roadway separately, but not to all such Roadways collectively.

“Runway” means an improved surfaced area reserved exclusively for the landing and taking off of Aircraft.

“Scheduled Air Carrier” means an Air Carrier certified by the appropriate agency of the United States or state of Colorado to engage in interstate or intrastate transport of Persons, property or mail on a regularly scheduled basis.

“Secured Area” means the passenger boarding areas and the security identification display area, including the baggage handling areas, Airline offices, and commercial Aircraft operating apron and all other security areas specified in Part 1542 of 49 CFR Chapter XII are carried out

“Self-Fueling” means the conduct of Fueling Operations by an Entity who has been issued and holds a valid, then-current Fueling Operations Permit for that Entity’s Own Aircraft, using that Entity’s Own Equipment and by an individual Person or her, his or its Own Employees.

1. As used in the definition for “Self-Fueling,” the term “Own Aircraft” means:

- a. If a 14 CFR Part 121 or 14 CFR Part 135 certified Air Carrier, Aircraft listed on that operator’s then-current 14 CFR Part 121 or 14 CFR Part 135 Certificate; and
- b. For 14 CFR Part 121 or 14 CFR Part 135 certified Air Carriers, “Own Aircraft” shall be Aircraft used exclusively by an Entity and titled and registered with the FAA in that Entity’s own name or Aircraft used by that Entity as Lessee under a Bona Fide Lease or as lessee/lessor under a Bona Fide Management Contract.

2. As used in the definition for “Self-Fueling, the term “Bona Fide Lease” means:

- a. The lease is in writing, is signed by all parties at interest, is for a term of at least six months and terminable earlier for cause only and is for adequate consideration;
- b. The lease provides that the primary care, custody and control of the Aircraft is in the Entity applying to conduct Fueling Operations and contains substantially all terms and conditions standard in the industry for that type of lease;
- c. That Entity obtains insurance to cover all of its interest and activities with respect to the Aircraft or is named as co-insured under the policy of the lessor; and

d. True and correct copies of the lease and a complying certificate of insurance are attached to the application for an Aircraft Fueling Operations Permit and thereafter promptly updated by that Entity as changes, if any, occur.

3. As used in the definition for “Self-Fueling,” the term “Bona Fide Management Contract” means Aircraft managed by the Entity applying to conduct Fueling Operations where the following requirements are met:

a. The management contract is in writing, is signed by all parties at interest, is for a term of at least six months and terminable earlier for cause only and is for adequate consideration;

b. The management contract provides that the primary care, custody and control of the Aircraft is in the Entity applying to conduct Fueling Operations and contains substantially all terms and conditions standard in the industry for that type of contract;

c. The management contract provides that the Entity applying to conduct Fueling Operations is responsible for all Maintenance, all Pilot service, and all scheduling of the Aircraft;

d. The management contract provides that the Aircraft is available for rental or sub-lease to the public under commercially-reasonable terms and conditions;

e. That Entity obtains insurance to cover all of its interests and activities with respect to the Aircraft or is named as co-insured under the policy of the Aircraft owner; and

f. True and correct copies of the management contract and a complying certificate of insurance are attached to the application and thereafter promptly updated by the applicant after changes, if any, occur.

4. As used in the definition for “Self-Fueling,” the term “Own Equipment” means Facilities and equipment, as described herein, that is used exclusively by a Person and titled in the name of the Entity applying to conduct Fueling Operations or is used by that Entity subject to a Bona Fide Lease, purchase, financing, or use agreement with the following requirements:

a. The agreement is in writing, is signed by all parties at interest, is for a term of at least six months and terminable earlier for cause only and is for adequate consideration;

b. The agreement provides that the primary care, custody and control of the subject of the lease is in that Entity and contains substantially all terms and conditions standard in the industry for that type of agreement;

c. That Person obtains insurance to cover all of its interests and activities with respect to the subject of the agreement or is named as co-insured under the policy of the equipment owner; and

d. True and correct copies of the agreement and a complying certificate of insurance are attached to the application and thereafter promptly updated by that Entity after changes, if any, occur.

5. As used in the definition for “Self-Fueling,” the term “Own Employees” means employees of the Entity applying to conduct Fueling Operations for whom all state and federal employment taxes are paid by that Person.

6. "Self-Fueling" does not include Retail Self-Service Fueling.

"Shall" the word shall be always mandatory and not merely directory.

"Semi-Trailer" means every Vehicle of the trailer type, so designed and used in conjunction with a Motor Vehicle that some part of its own weight and that of its load rests upon or is carried by another Vehicle.

"Shared Use Passenger Terminal Premises" means those areas of the Passenger Terminal, such as airline baggage make-up areas, which may be assigned by the County to two or more Air Carriers for use and occupancy through a Letter of Authorization.

"Sidewalk" means that portion of the area adjoining the Roadway, between the lateral lines of the Roadway and the adjacent Building or property lines intended for the use of Pedestrians.

"Signatory" means the holder of a written Lease, license, use agreement or operating permit from the County for use of the public terminal Facilities; provided, that such Lease, license, use agreement or operating permit shall be then valid and not in default.

"Specialized Fixed-Base Operator" or "S-FBO," means any Entity licensed and authorized by written Agreement, Lease, or Permit by the County to offer a Commercial Aeronautical Activity or Activities at the Airport, excluding the retail sale of aviation Fuel, as set forth in Division II of Title 10 of the County Code.

"State" means the State of Colorado.

"Sublease" means a written agreement, approved by the County, stating the terms and conditions under which an Entity leases space from a Lessee for the purpose of providing a Commercial Aeronautical Activity at the Airport.

"Taxi" or "Taxicab" means any Motor Vehicle used to transport Persons or property for hire, having a seating capacity of not more than seven Persons, not including the Driver, holding a Certificate of Public Convenience and Necessity issued by the Colorado Public Utilities Commission for transportation of passengers and their baggage in taxicab service operating on a "call and demand" basis, the first passenger: (1) having exclusive use of the vehicle unless he/she agrees to "multiple loading"; and (2) having the ability to designate any destination, route, or stops desired on the route.

"Taxiway" means an improved surfaced area reserved exclusively for use by Aircraft to proceed to and from the GA Aircraft Apron, the Terminal Building Aircraft Apron, and Runway areas.

"Tenant" means a leaseholder of land or premises within the boundaries of the Airport or Airport property and any of the leaseholders authorized sublessees.

"Terminal Building Aircraft Apron" means that area of the Airport adjacent to the Passenger Terminal that is designated for the parking of commercial passenger Aircraft and support vehicles, and the loading and unloading of passenger Aircraft.

"Tie-Down" means marked Aircraft parking positions with ropes or chains used to secure aircraft. Tie-downs are located on the north General Aviation Apron. "Traffic" means Pedestrians, ridden or herded animals, Vehicles, Aircraft, and other conveyances, either singularly or together while using any Roadway, or other area for the purpose of travel.

“Traffic Control Signal” means any device, whether manually, electronically or mechanically operated, by which Traffic is alternately directed to stop and proceed, or which otherwise controls the flow and movement of Traffic.

“Transportation Network Companies” or “TNC” means any Motor Vehicle used to transport Persons for hire, holding a Certificate of Public Convenience and Necessity from the Colorado Public Utilities Commission using a digital network to connect drivers with riders and not on a “call and demand” basis, also sometimes referred to as rideshares.

“Transportation Security Administration (TSA)” means the Office of Homeland Security and Transportation Security Administration, or such other governmental agency which may be successor in function thereto or be vested with the same or similar authority.

“Vehicle” means every device in, upon, or by which any Person or property is, or may be, transported or drawn upon a Roadway, regardless of the means of propulsion, except devices moved exclusively upon stationary rails or tracks. (*§ 10.04.010 repealed reenacted Ord. 028-05*).

“Vehicle/Pedestrian Access Gate” a secured entryway, often integrated into perimeter fencing or building structures, designed to control, monitor, and restrict vehicular and/or pedestrian access between public areas (landside) and the AOA an airport.

**10.05. RESERVED**

**10.06. RESERVED**

**10.07. RESERVED**

**10.08. AIRPORT REGULATIONS GENERALLY**

SECTIONS:

10.08.10 PURPOSE, SCOPE, AND AUTHORITY TO PROMULGATE RULES AND REGULATIONS

10.08.20 ASSUMPTION OF RISK

10.08.30 GENERAL CONDUCT, AIRPORT RULES AND REGULATIONS

10.08.40 BUILDING RULES AND REGULATIONS

10.08.50 SANITATION

10.08.60 SAFETY

10.08.70 NOISE

10.08.80 AIRCRAFT REGISTRATION,

## 10.08.90 AIRCRAFT ACCIDENT AND INCIDENT REPORTING

### 10.08.10: PURPOSE, SCOPE, AND AUTHORITY TO PROMULGATE RULES AND REGULATIONS

A. These rules and regulations shall supersede all previously existing Airport Rules and Regulations and shall apply to all Persons while on the Airport. Any entry upon or use of the Airport with or without expressed permission is conditioned upon compliance with these Airport Rules and Regulations. Entry upon the Airport by any Person shall be deemed to constitute an agreement by such Person to comply with these Airport Rules and Regulations.

B. These Airport Rules and Regulations are adopted to protect the public health, safety, interest, and general welfare of and at the Airport and are intended to restrict or prevent any activity or action that would interfere with the safe, orderly, and efficient use of the Airport by its operators, tenants, passengers, and users.

C. These Airport Rules and Regulations are subordinate to applicable federal, state, or local government laws, Pitkin County Code, and ordinances and shall in no way supersede or abrogate regulations set forth in 14 CFR Part 139, *Certification of Airports*, or 49 CFR Parts 1540 and 1542, *Airport Security*. The following documents contain policies and procedures in addition to these Airport Rules and Regulations. These documents are incorporated into these Airport Rules and Regulations by reference:

1. Airport Certification Manual
2. Airport Security Plan
3. Title 10 of Pitkin County Code, Division II, Minimum Standards and Requirements for Commercial Aeronautical Activities and Services
4. Airport Airline/Airport Use Agreement

D. In any instance where these rules may be or become inconsistent with the CFR, then these rules shall be void as to such conflict. No part of these Airport Rules and Regulations shall be construed as license or authorization to deviate from the CFR.

E. Distribution, disclosure, and availability of sensitive security information contained in the Airport Security Plan and other documents may be appropriately restricted to those personnel with an operational need to know.

F. These Airport Rules and Regulations may be supplemented, amended, or modified from time to time and in such manner and to such extent as the BOCC determines to be appropriate. The BOCC may also issue special rules, regulations, notices, memorandums, or directives when necessary.

G. These Airport Rules and Regulations are promulgated under power granted by Title 41, Article 4, Section 106 of the Colorado Revised Statutes, which authorizes the BOCC to “provide Airport Rules and Regulations governing the use of such airport and facilities.” The

BOCC specifically grants the Airport Director the authority to operate, manage, maintain, and secure the Airport and to take such actions as may be necessary to enforce these Airport Rules and Regulations.

H. The Airport Director may grant relief from the literal requirements of these Rules and Regulations when strict enforcement would result in practical difficulty or unnecessary hardship. Any such relief may be subject to reasonable conditions necessary to maintain safety of flight operations, fulfill the intent of the Airport Rules and Regulations, and to protect the public interest.

I. Should any paragraph or provision of these Airport Rules and Regulations be declared by any court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of any other Airport Rule or Regulation hereunder.

J. The BOCC and Airport Director reserve the right to take any actions they deem necessary or appropriate in the event of any violation of these Airport Rules and Regulations, including, but not limited to, prohibiting or restricting the use of the Airport and its facilities by the Person committing such violation. For any contingencies not specifically covered by these Airport Rules and Regulations, the Airport Director is authorized to make such rules and render such decisions as he or she may seem proper.

K. The BOCC shall establish fees, rates, and charges from time to time and where applicable are paid to the County by users of the Airport.

L. All leases, licenses, Letters of Authorization, and permits for use of the Airport are subordinate to and shall be governed by these Airport Rules and Regulations, as amended from time to time.

#### 10.08.20: ASSUMPTION OF RISK

##### A. Insurance Requirements.

Insurance requirements, as provided by the County, shall be obtained by any Entity prior to signing a lease, license, use agreement or permit from the County or other types and forms of agreement. An Entity shall annually provide the Airport Director, without demand, a copy of the Certificate of Insurance from the Entity's insurance agent, which identifies the County as an additional named insured and certificate holder.

Insurance coverage required by the County represents the minimum coverage approved and required by the County. An Entity may be required to purchase greater coverage to meet the scope of that Entity's activity on the Airport and associated insurance requirements. Each Entity shall immediately correct any insurance "shortfalls" which may be amended from time to time by the County. Insurance requirements are stipulated in the individual agreements, leases, licenses, contracts, permits, and Aircraft Fueling Operations Permits, and as such may be revised from time to time.

When an Entity who has obtained prior authorization from the Airport Director to sublease its Airport leasehold, the Entity shall require the contracted Entity to comply with all applicable lease provisions, applicable laws, rules, regulations, and directives, of said Entity as well as obtain and maintain the same insurance conditions as outlined in the Entity's lease, license, use agreement, or permit with the County.

#### B. Liability

The County assumes no responsibility for loss, injury, or damage to persons or property by reason of fire, theft, vandalism, wind, earthquake or other acts of God, pandemic, collisions, or strikes; nor does it assume any liability for injury to persons or property while on the Airport. Additionally, any Person or Entity, as a condition for the use of the Airport or any of the facilities thereof, shall release, hold harmless and indemnify the County, the Airport Director and all other officers and employees of the County, from any and all responsibility, liability, loss or damage resulting to it or them, or caused by or on his behalf and incident to the manner in which the Airport or its facilities shall be used. Notwithstanding the foregoing, Airport users shall not be required to indemnify the County for damage occasioned by the sole negligence or willful misconduct of the County, its employees, or representatives.

#### 10.08.30: GENERAL CONDUCT, AIRPORT RULES AND REGULATIONS

A. All Persons or Entities using or entering the Airport shall be governed by the rules and regulations set forth herein. In addition, all Persons and Entities are subject to the provisions of the Airport Security Plan, as amended from time to time.

B. No Person may consume alcoholic beverages in any area of the Airport other than those areas and times designated by the Airport Director for the sale and/or consumption of alcohol.

C. No Person shall be intoxicated; commit any disorderly, obscene, lewd, indecent, or unlawful act; commit any act of nuisance (including the use of abusive or threatening language); or act in such a manner as to disturb the peace while on the Airport.

D. No Person shall smoke or carry lighted cigars, cigarettes, pipes, matches, or any open naked flames within fifty (50) feet of hangars, Fuel Storage Areas, Aircraft fuel handling vehicles, Fueling Operations, or in any other place where smoking is specifically prohibited by signs. Smoking in Airport facilities is prohibited. Smoking outside the Passenger Terminal is prohibited except in designated locations.

E. No Person shall: (a) possess, consume, use, display, transfer, distribute, sell, transport or grow Marijuana on the Airport including but not limited to any Building, structures, parking and ground transportation facilities, roadways, land, hangers, runways, shops, and administrative offices; (b) sell, display, or advertise any product bearing the image, likeness, description, or name of Marijuana or Marijuana-themed paraphernalia; and (c) advertise a Marijuana-related business or establishment. This section shall not apply to the following: (a)

Publications or other commercial, print media products in which Marijuana or the image, likeness, or description thereof is incidental to the principal purpose of the publication or product; (b) Non-commercial products containing educational materials relating to Marijuana.

F. No Person shall conduct or engage in gambling in any form on the Airport.

G. No Person shall occupy or rent space, nor conduct any business, Commercial Aeronautical Activity, or other form of revenue or non-revenue producing activity on the Airport without first obtaining a written lease, permit, or other form of written agreement and authorization from the Airport Director or Board of County Commissioners, as applicable, unless specifically acknowledged and waived by the Airport Director or BOCC.

H. No Person shall solicit, offer for hire or sale, or engage in any business or charitable activity of any nature, picket, parade, march, patrol, demonstrate, sit-down, and/or assemble, carry, distribute, or display pamphlets, signs, placards, or other materials, upon, within or from the Airport except with the prior written approval of the Airport Director and only then in designated areas and in conformance with an appropriate permit issued by the Airport Director.

I. No Person shall distribute, display, or post any commercial or non-commercial signs, circulars, handbills, or advertisements on the Airport without written permission of the Airport Director.

J. No Entity shall use the Airport as a base or terminal for commercial aviation activities without first obtaining the written permission of the Board of County Commissioners.

K. No Person shall distribute, display or post any commercial or noncommercial signs, circulars, handbills or advertisements on the Airport without written permission of the Airport Director, or his or her authorized representative.

L. Any Person finding lost articles in public areas of the Airport shall immediately deposit them at the office of the Airport Director, or with a Law Enforcement Officer or Transportation Security Administration Employee on duty. Nothing in this paragraph shall be construed to deny any right of any Air Carrier or other Airport tenant to maintain lost and found services for property of their patrons, invitees, or employees.

M. No Person shall willfully abandon any personal property on the Airport. Any luggage or other articles left unattended or deemed to be suspicious may be removed by a LEO or other authorized TSA employee, and may be damaged or destroyed in the process. If not claimed by the owner within seven (7) days, such articles will be handled in accordance with State and local statutes.

N. No Person shall travel on the Airport other than on Roadways, Sidewalks or areas provided for that particular class of Traffic. No Person shall use the Roadways, Sidewalks or other areas in such a manner as to hinder or obstruct their proper use.

O. No Person shall destroy, injure, damage, deface, disturb, or tamper with any Building, Facility, vehicle, sign, equipment, landscaping, fixture or any other structure or property on the Airport. No Person shall interfere or tamper with any Aircraft or put in motion the engine

of such Aircraft, or use any Aircraft, Aircraft parts, instruments, or tools, without permission of the owner/operator. Any property destroyed, injured, damaged, or defaced by the negligence or willful conduct of any Person shall be paid for in full by the Person(s) responsible for such destruction, injury, or damage.

P. No one except duly authorized Persons, Law Enforcement Officers, federal employees on official duty, County employees assigned to the Airport, Air Carrier employees or members of the armed forces of the United States on official duty shall carry any firearms or explosives on the Airport without permission of the Airport Director, or his or her authorized representative, provided that air passengers and Aircraft pilots may carry unloaded cased guns as checked baggage.

Q. Storage of equipment or property not used for aeronautical or other approved operations or activities on the Airport is prohibited unless specifically provided for by Agreement with the County. This includes recreational vehicles (boats, motor homes, personal watercraft, etc.) and other Motor Vehicles not specifically used for the authorized operation. Motor Vehicles of any sort not necessary to undertake or support an Aeronautical Activity may not be stored in any hangar at any time.

R. No Vehicle may be parked or stored at the Airport public parking areas for longer than thirty (30) calendar days.

S. No Person other than in conduct of an official act shall hunt, pursue, trap, catch, injure, or kill any animal on the Airport.

T. No Person shall permit any wild animal under his control or custody to enter the Airport.

U. No Person shall feed or perform any other act to encourage the congregation of birds or other animals on the Airport.

V. No Person shall ride horseback on Airport property without prior authorization of the Airport Director.

W. Sound amplifying devices are prohibited on the Airport except when the use has been approved in advance by the Airport Director. Only those types of public address systems that are commonly employed to announce the arrival and departure of scheduled Aircraft shall be permitted for carrying announcements or airport radio broadcasts in the Passenger Terminal. No person shall use or cause to be used the Passenger Terminal's public address system for the solicitation of business. The Passenger Terminal public address system shall only be used in accordance with an Agreement with the County.

X. The use of roller skates, in-line or regular, coasters/hoverboards/scooters (including but not limited to those that are self-propelled/self-balancing), Bicycles, skateboards, toy vehicles and similar devices is prohibited in Airport Buildings and Facilities unless expressly approved by the Airport Director. Law enforcement personnel, authorized paramedic response personnel, and other authorized federal, State, and local personnel are exempt from this rule. Nothing in this rule shall prohibit the use of mobility devices by disabled persons as permitted under federal, State, or local law.

Y. No Person except representatives of the media during official assignments shall take still, motion, or sound pictures for commercial purposes on the Airport without permission of the Airport Director.

Z. Pitkin County assumes no responsibility or liability for loss, injury or damage to Persons or property on the Airport or using Airport Facilities by reason of fire, theft, vandalism, wind, flood, earthquake or collision damage, nor does it assume any liability by reason of injury to Persons or property while using the Facilities of same.

AA. No Person, except those Persons authorized by federal, State, and local laws, may carry a firearm, weapon, or destructive device inside any Building or the AOA, provided that no Person will be prohibited from carrying any legal firearm or weapon into the Passenger Terminal when such firearm or weapon is unloaded and encased for shipment for the purpose of checking such firearm or weapon as baggage to be lawfully transported on an Aircraft. Other than duly authorized federal, State, and local law enforcement personnel, the carrying of firearms on the Airport by watchmen and guards must be approved by the Airport Director.

1. For the purpose of this section, a firearm means any weapon or device, including a starter gun, flare gun or the like, which will, or is designed to or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any firearm muffler or firearm silencer; any destructive device; or any matching gun.

2. For the purpose of this section, a weapon means any dirk, metallic knuckles, "slingshot," billy, tear-gas gun, chemical gun or device, or any other device the principal function of which is to inflict bodily harm or severe discomfort.

BB. No Person shall discharge any firearm, weapon, or destructive device on the Airport except in the performance of official duties requiring discharge thereof.

CC. No Person shall furnish, give, sell, or trade any firearm, weapon, or destructive device on the Airport.

DD. In the event of a labor dispute between any tenant or occupant of any part of the Airport and any of his, her or its employees who are organized in a collective bargaining unit, picketing by or on behalf of such employees shall not be conducted on any part of the Airport, except pursuant to the written permission of the Airport Director, or his or her authorized representative, and such permission, which may be revoked by the Director or representative at any time, will be granted only upon such conditions prescribed by him or her concerning the number and conduct of the pickets and the place or places where picketing may be conducted as shall in his or her opinion be necessary in order that the same will not result in threat of physical harm or economic loss or molestation or harassment of Persons other than such tenant or occupant, and his, her or its servants and employees, and that the same will not tend to induce violence, breach of the peace, or other unlawful conduct, or unduly obstruct the use of the premises by other tenants or occupants or by other Persons lawfully using the Airport.

EE. All Persons entering upon the Airport shall use only authorized entrances thereto.

FF. Except as noted in this division, particularly Sections of 10.12.30, 10.12.60 and 10.12.70, all Aircraft flight operations (Aircraft arrivals or departures), including General Aviation, certificated Air Carriers and Air Taxis, shall take place at the Airport only during the authorized hours of operation of the Airport.

GG. The Airport Director or Airport Director's designee shall make a daily airfield inspection, investigating those particular physical Facilities located upon the Airport Operations Area as required by the FAA.

HH. Airport users must at all times and at all locations at the Airport, including on the airfield and in the General Aviation Area, comply with any directions from Law Enforcement Officers and County employees assigned to the Airport. (~~§10.08.020 repealed reenacted Ord. 028-05~~)

#### 10.08.40: BUILDING RULES AND REGULATIONS

A. Except as may otherwise be provided on written agreement, all Tenants and Lessees are responsible for the cleanliness of their areas and for the removal and proper disposal of all trash and debris.

B. No Person or Entity, Tenant or Lessee, shall make any alterations of any nature whatsoever to any Building, Apron, Ramp, Terminal Building Aircraft Apron, or other Facility, nor erect any Building or other structure without prior written permission of the Airport Director or his or her authorized representative. Permission, if given, shall include the following elements: (1) Identification of the scope and responsibility for any land use or building permits required for the proposed installations, additions, alterations, improvements; (2) approval by County of proposed drawings and specifications including, without limitation, requirements for professional certification stamps for any architectural/engineering portions of the installations/additions/alterations/ improvements; (3) prior written approval by County of proposed contractors; (4) a plan, and responsibility for administration and costs of such plan, for changes in operational and security procedures during any construction period; (5) provision for the amortization and future ownership of the installations / additions / alterations / improvements; and (6) a provision for return of the Building or Facility so approved by the County and constructed to original condition at the end of the Term hereof, including any adjustments to the Security hereunder, ordinary wear and tear excepted. In addition to receiving permission from the Airport Director, the Person or Entity shall be responsible for securing any and all necessary building permits from the County, submitting to any and all inspections by the County, and otherwise complying with all relevant provisions of the County Code. The Person or Entity shall provide the Airport Director with the "as-built" or final plans showing how the alteration or erection of a Building or Facility structure was constructed within ninety (90) days of the completion of construction.

C. Any damage to or malfunctioning of Buildings, structures, utilities or other Airport property shall be reported at once to the Airport Director, or his or her authorized representative.

D. No Person or Entity shall allow any Building door leading to the AOA to be left open and unattended in a manner that would allow access to the AOA by unauthorized Persons. It shall be the responsibility of LLPs to secure and keep all doors and access gates leading to the AOA locked and secured as required by the Airport Security Program.

E. All animals on Airport property are to be under the control of a responsible owner, possessor or keeper by leash, strap, cage, lead rope or other constraining device. Leashes, harnesses, and straps shall not exceed twelve (12) feet. Owners are responsible for the immediate removal and proper disposal of animal waste. No Person shall allow an animal to roam at large on Airport property, to be out of control, to be vicious, or to be excessively noisy or otherwise unreasonably disruptive to the general public. The owner, possessor or keeper of any animal on Airport property is responsible for the behavior of the animal in their possession. A Law Enforcement Officer, the Airport Director, or a County employee assigned to the Airport is authorized, in addition to other penalties, to remove the offending animal from the Airport.

F. No Person shall place any solid in, or pour any liquid other than water down, floor drains, manholes or other sewer connections.

G. No Persons other than authorized employees of the County or fire district shall at any time move any valve, switch, or other fixture of, or in any way tamper with, any sprinkler system or other fire control device installed in any Building.

H. All Air Carrier passengers departing the Airport may be subjected to security screening regardless of the size or capacity of the Aircraft which they are boarding. Security screening of Airline passengers shall be conducted by the Transportation Security Administration (TSA) of the Department of Homeland Security, pursuant to the TSA airport security rules, regulations and requirements as set forth in Parts 1542 of Title 49 of the Code of Federal Regulations, as amended.

Failure by any Air Carrier to participate as required by law or the Airport Security Plan (ASP) in the screening or securing of its departing passengers constitutes a violation of these Airport rules and regulations and is grounds for the imposition of a fine or penalty against the Air Carrier in an amount not less than the amount of fine assessed against the Airport operator by the FAA or TSA resulting from the security violation. (~~§ 10.08.020 repealed reenacted Ord. 028-05~~)

I. No person may enter the AOA at the Airport without authorized escort or without appropriate identification. This requirement shall be enforced as provided in section 10.32.010. In addition to or as an alternative to any other penalty, violations of this provision may result in removal from the Secured area and loss of airport access privileges. (~~§10.08.030 repealed reenacted Ord. 028-05, amended (part) Ord. 037-06~~)

#### 10.08.50: SANITATION

A. Garbage, trash papers, refuse, or other material shall not be placed, discharged, or deposited on the Airport except in the receptacles provided specifically for that purpose. Trash and other waste containers at the Airport shall not be utilized for the disposal of household trash. The Airport Director shall designate areas that shall be used for garbage receptacles and no other areas shall be utilized. Such areas shall be kept clean and sanitary at all times. Except as may otherwise be provided on written agreement, all LLPs are responsible for the cleanliness of their Leased or Assigned Areas and for the removal and proper disposal of all trash and debris.

B. No trash or refuse will be burned on the Airport at any time, unless specifically authorized by the Airport Director or his or her authorized representative.

C. No Person shall use a restroom or other facilities other than a clean and sanitary manner.

D. Spitting, marking, or defacing the floors, walls, or other surfaces of the Airport is prohibited.

E. Use of the public area of any Building or other area of the Airport for sleeping or other purposes in lieu of a hotel, motel, or other public accommodation is prohibited.

*(§ 10.08.040 repealed reenacted Ord. 028-05)*

#### 10.08.60: SAFETY

A. No Person shall use flammable and/or volatile materials in the cleaning of Aircraft, Aircraft engines, propellers and appliances unless such cleaning operations are conducted in open areas as designated or in a room specifically set aside for the purpose, which room must be properly fireproofed and equipped with adequate and readily accessible fire extinguishing apparatus.

B. No Person shall conduct any open flame operations in any hangar, or Building, or part thereof unless specifically authorized by the Airport Director or his or her authorized representative. Welding of Aircraft in the Aircraft repair areas of a Hangar is permitted.

C. No Person shall store or stock material or equipment in such a manner as to constitute a fire hazard.

D. No Person shall keep or store any flammable liquids, gasses, signal flares or other similar material in Hangars or any Building on the Airport; provided, that such materials may be kept in Aircraft in the proper receptacles installed in the Aircraft for such purpose or in rooms or areas specifically approved for such storage by the Airport Director or his or her authorized representative.

E. No Person shall keep or store lubricating oils in or about the hangars; provided, that such materials may be kept in the proper receptacles installed in Aircraft for such purposes or in containers provided with suitable draw-off devices as approved by the Airport Director or his or her authorized representative.

F. Lessees of Hangars or Hangar space shall provide suitable metal receptacles with covers for the storage of oil wastes, rags, and other rubbish. All such waste will be removed by regular County-approved disposal Vehicles.

G. No Person shall use volatile flammable substances for cleaning floors in the Hangars or in other Buildings on the Airport.

H. All Lessees on the Airport shall keep floors of Hangars, apron pits, and areas adjacent thereto, leased by them respectively, free and clear of oil, grease, and other flammable materials.

I. Doping and painting processes shall be conducted only in properly designated, fireproofed and ventilated rooms or Buildings in which all illumination, wiring, heating, ventilating equipment, switches, outlets and fixtures shall be spark-proof and vapor-proof; and all windows and doors shall open easily, preferably outward.

J. All Persons shall comply with any applicable local, State and federal laws regarding the management, handling and disposal of hazardous materials, including petroleum products.

K. All Persons shall employ best environmental management practices at the Airport, which shall include policies and practices that apply the most current and advanced means and technologies available to undertake and maintain a superior level of environmental performance reasonable in light of the circumstances.

L. No Person shall navigate, land, fly, service, move, maintain or repair any Aircraft or conduct any aviation activity, upon, within or from the Airport other than in conformity with these Airport Rules and Regulations and all applicable federal, State, and local statutes, ordinances, and regulations.

M. Only Aircraft and airmen certificated by the FAA shall operate on or from the Airport. This restriction shall not apply to Aircraft owned or operated by the Federal Government or to Aircraft licensed by Foreign Governments having a reciprocal agreement with the United States covering the operation of the Aircraft in the United States. (***§10.08.050 repealed reenacted Ord. 028-05***)

#### 10.08.70: NOISE

A. Where practical and consistent with consideration of safety and efficiency, the Board of County Commissioners shall request that the Federal Aviation Administration plan and implement flight patterns to further the quiet and nondisturbing operation of Aircraft.

B. No Aircraft shall land at or take off at any time from the Airport which is not in full compliance with 14 CFR 36 and 14 CFR 91, and all appendices thereto, as now in effect or as hereinafter from time to time amended.

C. All Aircraft operators are encouraged to reduce the standing or idling time of Aircraft to the greatest extent practicable in order to reduce noise and air pollution. (***§10.08.060 repealed reenacted Ord. 028-05***)

D. Auxiliary Power Unit (APU) or Ground Power Unit (GPU) ground support equipment usage should be limited to no more than 15 minutes prior to an Aircraft's departure and 15 minutes following an Aircraft's arrival. With the exception of medical and military operations, there shall be no APU usage after 11:15pm and before 6:45am.

#### 10.08.80. AIRCRAFT REGISTRATION

Aircraft based at the Airport (commercial or non-commercial) shall be registered with the County or an authorized FBO. Registration information shall include: Aircraft make and model, registration number, gross takeoff operating weight, and Aircraft owner name, address, email address, and phone number. Based Aircraft shall have a Tiedown or Hangar Agreement with either the County or an authorized FBO authorizing the storage of said Aircraft on the Airport.

#### 10.08.90: AIRCRAFT ACCIDENT AND INCIDENT REPORTING

A. The provisions of any Airport Certification Manual for the Airport as in effect and/or Airport Emergency Plan shall by reference be supplemental to and a part of these rules and regulations.

B. The Aircraft owner, Pilot(s), or the operator of an Aircraft involved in an Accident occurring on the Airport and requiring notification of the FAA, National Transportation Safety Board (NTSB), or an insurance company, shall notify the County of such Accident as soon as possible, and make a full written report of the Accident to the Airport Director within twenty-four (24) hours of said Accident. The written report shall include names and physical addresses of those involved in the Accident, those on board the Aircraft at the time of the Accident, all details of the Accident, and a description of the Aircraft involved. When a written report of an Accident is required by the FAA, a copy of such report shall be submitted to the Airport Director at the same time. Aircraft owners, Pilots, and operators shall reasonably cooperate with the County, FAA, and NTSB in any investigations of Aircraft Accidents. In the event of an Aircraft Accident or incident, prior to removal of the disabled Aircraft, the N.T.S.B. (National Transportation Safety Board) or the FAA must be notified.

C. The Aircraft owner, Pilot(s) or the operator of an Aircraft involved in any Accident or incident on the Airport shall be responsible for the prompt removal of the disabled Aircraft and parts of such Aircraft as directed by the Airport Director, FAA or NTSB. In the event of failure to comply with such directions or inability to do so, such wrecked or disabled Aircraft and parts may be removed by the Airport Director at the owner's or operator's expense and without liability for damage which may result in the course of such removal.

D. Witnesses, when requested, and those Persons involved in Aircraft Accidents or incidents occurring on the Airport shall make a full report thereof to the Airport Director, or his or her authorized representative. Witnesses, when requested, and those uninjured Persons involved in Aircraft Accidents or incidents occurring on the Airport shall not leave the scene of the Accident without prior approval of the Airport Director.

E. In the event of an Aircraft Accident or incident which causes the Airport to be closed, the Airport Director shall have the authority to utilize any resources or manpower that may be available to the Airport, to remove the Aircraft, with any expense utilizing the same passed on directly to the operator or owner of the Aircraft involved in the Accident or incident. Any claim for compensation against the County, and any of their officers, agents, or employees, for any and all loss or damage sustained to any such disabled Aircraft, or any part thereof, by reason of any such removal or disposal is waived. The owner, LLP, operator or other Person having control, or the right of control, of damaged or disabled Aircraft shall indemnify, hold harmless and defend the County and Airport, and all of their officers, agents and employees, against any and all liability for injury to or the death of any Person, or for any injury to any property, including environmental impairment damages, arising out of such removal or disposal of said Aircraft.

F. Aircraft owners shall be responsible for any direct and indirect costs associated with the incident and such costs will be passed through to the owner(s). Such costs include, but are not limited to: fuel spill remediation or other environmental mitigation, damage to airport facilities and assets, restoration, aircraft storage, and staff compensation.

G. The Airport Director shall have the authority to close the Airport in the event of an Aircraft incident or Accident, if in his or her opinion further Aircraft operations may hamper the removal of the disabled Aircraft or may be hazardous to the personnel or property involved in the removal operation. (~~§10.08.070 repealed reenacted Ord. 028-05~~)

**10.09: RESERVED**

**10.10: RESERVED**

**10.11: RESERVED**

**10.12: OPERATING RESTRICTIONS**

SECTIONS:

10.12.10 COMPLIANCE WITH FAA REGULATIONS REQUIRED.

10.12.20 AIRPORT MANAGEMENT AUTHORITY.

10.12.30 AIRCRAFT AND AIRCRAFT EQUIPMENT.

10.12.40 TAKEOFFS, LANDINGS AND LOW PASSES.

10.12.50 HOURS OF OPERATION.

10.12.60 NIGHTTIME OPERATIONS.

10.12.70 EMERGENCIES

10.12.10: COMPLIANCE WITH FAA REGULATIONS REQUIRED

A. It shall be the responsibility of all Persons operating on the Airport to acquaint themselves, their Pilots, instructors and students with Federal Aviation Regulations and all Airport rules and regulations contained herein.

B. No Person shall operate any Aircraft to, from or on the Airport, or service, repair or maintain any Aircraft on the Airport, or conduct any Aircraft operation on or from the Airport, except in conformity with the all applicable CFRs.

C. All Aircraft will be flown in accordance with the Traffic patterns established by the FAA. (*§10.12.010 repealed reenacted Ord. 028-05*)

10.12.20: AIRPORT MANAGEMENT AUTHORITY

A. The Airport Director may suspend or restrict any or all Aircraft operations on the Airport whenever such action is deemed necessary in the interest of safety or necessary to serve the civil aviation needs of the public.

B. When practical and consistent with considerations of safety and efficiency, the County shall from time to time consult with the FAA and shall make recommendations to the FAA regarding the implementation of standardized noise reduction traffic patterns, to the end that such patterns minimize the noise disruptions to surrounding lands from day to day Airport operations.

C. The Airport Director may suspend or restrict, on a permanent or temporary basis, touch-and-go and similar flight training activities where determined necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public. (*§10.12.020 repealed reenacted Ord. 028-05*)

10.12.30: AIRCRAFT AND AIRCRAFT EQUIPMENT

A. No Person shall operate any Aircraft to, from, or on the Airport which is not equipped with brakes or other positive means to assure adequate ground control.

B. No Person shall operate any Aircraft to, from, or on the Airport which is not equipped with an operable two-way radio capable of communicating with the FAA Air Traffic Control Tower on such frequencies as may now be in use or hereafter established for such Aircraft.

C. No Person shall operate any Aircraft to, from, or on the Airport which has a tip-to-tip wingspan of greater than 95 feet up until such time the wingspan restriction is removed with the opening of the runway that meets the FAA safety requirements for full Group III aircraft operations.

D. No Person shall operate any Aircraft to, from, or on the Airport having a Maximum Allowable Gross Landing Weight in excess of one hundred thousand (100,000) pounds dual-wheel or one hundred sixty-thousand (160,000) pounds dual tandem wheel. (Ord. 005-2010)

E. No Person shall operate any Aircraft to, from, or on the Airport that is Stage 1, pursuant to the noise rating standards of 14 CFR Part 36. (Ord. 89-3 § 2 )

F. No Person shall conduct any Nighttime Operations in an Aircraft that is certificated as Stage 2, pursuant to the noise rating standards of 14 CFR Part 36.

G. No Person shall arrive at the Airport in an Aircraft that is certificated as Stage 3, pursuant to the noise rating standards of 14 CFR Part 36, between 2300 hours (eleven P.M.) local time and 0700 hours (seven A.M.) local time; and no Person shall depart from the Airport in an Aircraft that is certificated as Stage 3 between 2230 hours (ten thirty P.M.) local time and 0700 hours (seven A.M.) local time. This restriction is more fully detailed in Section 10.12.60.

H. All persons shall endeavor to operate Aircraft in a manner that complies with guidelines set forth in the adopted Fly With Integrity noise mitigation program. The Aircraft operator shall only operate Aircraft as long as such operations can be performed in a safe and prudent manner.

I. The following limited exceptions to these restrictions shall apply:

1. The Airport Director is authorized to grant permission to land at and take off from the Airport for an Aircraft that does not meet the weight limits contained in subsection D of this Section 10.12.30 upon submission of evidence satisfactory to the Director that the actual weight of the Aircraft is below the prescribed weight limits and the Aircraft satisfies the other restrictions contained in this Section 10.12.30.

2. The Airport Director is authorized to grant permission to land at and take off from the Airport for an Aircraft that does not meet the requirements contained in subsection E of this Section 10.12.30 prohibiting the operation of Stage 1 Aircraft or that does not meet the requirements contained in subsection F of this Section 10.12.30 prohibiting Nighttime Operations by Stage 2 Aircraft upon submission of evidence satisfactory to the Director that (i) the Aircraft is owned or operated by a federal, state or local government agency and is being used for a temporary, government purpose; or (ii) the Aircraft is being used for a temporary, medical purpose, including but not limited to Flight-for-Life or MEDEVAC. In no event shall the Director authorize the use of the Airport as a base of operation for an Aircraft that does not conform to subsection E of this Section 10.12.30. Aircraft operations authorized by the Director pursuant to this exception shall conform to the Airport hours of operation.

3. The Airport Director is authorized to waive compliance with any of the restrictions contained in this Section 10.12.30 for the landing and take off of Aircraft where the operation is pursuant to a bona fide emergency declared by the pilot in command of the Aircraft, and communicated to the FAA in accordance with applicable regulations or procedures.

4. The Airport Director may waive compliance with any of the restrictions contained in this Section 10.12.30 for the landing and take off of Aircraft upon submission of evidence satisfactory to the Director that the operation is necessary to further an immediate and temporary public purpose, that the Aircraft owner or operator has taken or will take measures reasonably necessary to ensure that such operation is conducted safely, and that the FAA Air Traffic Control Tower has been or will be notified of the operation.

5. The Airport Director is authorized to waive compliance with any of the restrictions contained in this Section 10.12.30 for the landing and take off of Aircraft upon submission of evidence satisfactory to the Airport Director that the operation is attendant to a special and temporary event that is in the public interest, including but not limited to a visit by a government official, an air show, response to a natural disaster and similar and related events. (~~§10.12.030 repealed reenacted Ord. 028-05~~)

#### 10.12.40: LANDINGS, TAKEOFFS, AND LOW PASSES

A. A preferential Runway system has been established for the taking off of all Aircraft. Subject to Runway closures, weather conditions, and emergencies, Aircraft shall take off to the northwest on Runway 33. Departures from Runway 15 are permitted only with written authorization of the Airport Director, and must be consistent with the Airport Director's criteria for approval of take-off on Runway 15 as published by the Director.

B. The take-off of an Aircraft shall begin at any point on the Runway as instructed by the FAA Air Traffic Control Tower.

C. A preferential Runway system has been established for the landing of all Aircraft. Subject to Runway closures, weather conditions, and emergencies, Aircraft shall land on Runway 15.

D. Landing Aircraft shall clear the Runway as soon as practical after landing, consistent with safe operating procedures.

E. No landing or takeoff shall be made except as authorized by the FAA Air Traffic Control Tower. When the ATCT is closed, Aircraft must make announcements in the manner prescribed by the FAA for Aircraft operations at an uncontrolled airport. This requirement is not intended to permit Aircraft operations when the Airport is closed, except as may be authorized in accordance with Sections 10.12.30, 10.12.60 or 10.12.70.

F. Aircraft making a "low pass" by the FAA Air Traffic Control Tower for visual inspection shall be directed by the ATCTr consistent with keeping Aircraft away from populated areas.

G. No Aircraft, except helicopters which shall land on helipads, or as otherwise instructed by the FAA Air Traffic Control Tower, shall take off or land on Taxiways or any paved or

unpaved area other than designated Runways except by specific authority of the ATCT in an emergency.

H. No Aircraft shall be taxied, takeoff begun, or landing be made, without information or clearance from the FAA Air Traffic Control Tower, except in case of emergency. The foregoing may be modified for authorized Aircraft operations upon the Aircraft when the ATCT shall be closed.

*(§10.12.040 repealed reenacted Ord. 028-05)*

#### 10.12.50: HOURS OF OPERATION

The hours of operation at the Airport shall be that period beginning at 0700 hours (seven A.M.), local time, each morning until 2300 hours (eleven P.M.), local time, each evening, as limited pursuant to Sections 10.12.30 and 10.12.60, and except that the Airport shall be closed at all other times for all Aircraft departures, except as expressly provided herein.

*(§10.12.050 repealed reenacted Ord. 028-05)*

#### 10.12.60: NIGHTTIME OPERATIONS

The following shall apply to all Nighttime Operations at the Airport.

A. Nighttime Operations by Scheduled FAR Part 121/135 Commercial Airlines. All scheduled FAR Part 121/135 commercial airlines shall be subject to the following limitations:

1. All Aircraft certified under 14 CFR Part 25 and all turbo jet Aircraft engaging in such Nighttime Operations shall be required to comply with or be exempt from 14 CFR Part 36, Stage 3 noise regulations. Aircraft designated by a Stage 2 noise rating shall be prohibited from engaging in Nighttime Operations unless otherwise provided by these regulations.

2. All such Air Carrier operations shall have arrived at the Airport (landed on the ground) prior to 2300 hours (eleven P.M.), local time. It is the responsibility of the Pilot and the operator of each Aircraft, jointly and severally, to have departed from its final point of departure prior to arrival at the Airport at such a time to allow for arrival at the Airport within this time limitation taking into account all factors, including, without limitation, the following:

- a. Foreseeable gate delays;
- b. Foreseeable air traffic control (ATC) delays;
- c. Foreseeable weather conditions at point of departure, en route to the Airport and at the Airport;
- d. Individual Aircraft performance capabilities.
- e. Information contained in all applicable Notice to Airmen (NOTAMS).

3. If such a flight operation is expected to arrive at the Airport at any time after 2300 (eleven P.M.) hours local time, that Air Carrier shall immediately report that flight prior to arrival to the Airport Director, or to the Airport Director's designee.

4. For all actual late arrivals and departures, (landed or departed after Airport closure, whether or not they were required to be reported pursuant to subdivision (3) of this subsection) the Air Carrier must file a full written report (signed and certified as accurate by an authorized official or employee of the carrier) on that flight operation with the Airport Director on the day following the late arrival, which report must include the following:

- a. Certified scheduled departure time and actual gate departure time;
- b. Copy of original flight plan of the non-stop to Aspen flight leg;
- c. Stated reason for the late departure and/or late arrival;
- d. Weather report at point of departure, en route and at the Airport at the time of gate departure;
- e. Number of passengers on board the Aircraft;
- f. Time of arrival at the Airport; and
- g. Time of any departure, pursuant to subdivision (5) of this subsection, and number of passengers on departing Aircraft.

5. In the event of any operation conducted after closing as defined herein, the County reserves all rights to enforce against Persons and Entities, jointly and severally, all penalties prescribed in Chapter 10.32. However, the County, including if presenting to the County court, will consider mitigating factors including, without limitation, the following:

- a. Facts indicating compliance with subsection (A)(2)(a) through (e) and (A)(4)(a) through (g) of this section;
- b. Facts or circumstances causing the delay beyond the control or reasonable foreseeability of the Person or Entity;
- c. The extent of the closure violation, and;
- d. A number and/or pattern of closure violations indicating a lack of an intent to evade the closure regulations.

B. All certificated 14 CFR Part 121 and Part 135 Air Carrier Aircraft departures from the Airport shall depart prior to 2230 hours, local time. All Nighttime Operations at the Airport shall be subject to the following:

1. All Aircraft certified under 14 CFR Part 25 and all turbo jet Aircraft engaging in nighttime operations at the Airport shall be required to be in compliance with, or exempt from, 14 CFR Part 36, Stage 3 regulations. Aircraft designated by a Stage 2 noise rating shall be prohibited from engaging in Nighttime Operations unless otherwise provided by these regulations.

2. All Aircraft engaging in Nighttime Operations at the Airport shall comply with all relevant CFRs and any special operating restrictions established by Section 517 of the Federal Aviation Administration Authorization Act of 1994 (Public Law 103-305) regarding Nighttime Operations at the Airport. (~~§10.12.060 repealed reenacted Ord. 028-05~~)

## 10.12.70: EMERGENCIES

The Airport Director is authorized to waive compliance with requirements of this Section 10.12 in a bona fide emergency. (*§10.12.070 repealed reenacted Ord. 028-05*)

10.12.080, 10-12-090, 10.12.100, 1-.12.110, 10.12.120, 10.12.130, 10.12.140, 10.12.150, 10.12.150, 10.12.170, 10.12.180, 10.12.190, 10.12.200, 10.12.210, (*repealed Ord. 028-05*)

## **10.13: RESERVED**

## **10.14: AIRCRAFT OPERATIONS**

### SECTIONS:

- 10.14.10 PILOT CERTIFICATE
- 10.14.20 CONTROL OF AIRFIELD
- 10.14.30 WARM-UPS AND FINAL CHECKS OF AIRCRAFT
- 10.14.40 TAXIING
- 10.14.50 STARTING OF AIRCRAFT—REQUIREMENTS
- 10.14.60 PARKING GENERALLY
- 10.14.70 DAMAGE TO FACILITIES
- 10.14.80 REPAIRS AND SERVICES TO AIRCRAFT
- 10.14.90 PASSENGER LOADING AND UNLOADING
- 10.14.100 PERFORMANCE TESTS ON EXPERIMENTAL AIRCRAFT

### 10.14.10: PILOT CERTIFICATE

No Person shall operate, or permit to be operated, any Aircraft on the Airport unless the operator or Pilot thereof shall possess a current valid private, special purpose, commercial, or airline transport Pilot certificate or flight instructor certificate, issued by the FAA; provided that this section shall not apply to the ground operation of Aircraft by Airline maintenance personnel or student Pilots operating upon instructions from a certified flight instructor. Certified flight instructors shall fully acquaint their students with these Rules and Regulations

and shall be responsible for the conduct of the students under their direction during dual instruction. When a student is operating an Aircraft independent of an instructor, it shall be his or her sole responsibility to observe and abide by these Rules and Regulations. (~~§10.14.010 repealed reenacted Ord. 028-05~~)

#### 10.14.20: CONTROL OF AIRFIELD

The Airport Director shall have the right at any time to close the Airport in its entirety or any portion thereof to air traffic, to delay or restrict any flight or other Aircraft operation, to refuse takeoff permission to Aircraft, and to deny the use of the Airport or any portion thereof to any specified class of Aircraft or to any individual or group, when the Airport Director considers any such action to be necessary and desirable to avoid endangering Persons or property and to be consistent with the safe and proper operation of the Airport. In the event the Airport Director determines the condition of the Airport or any part thereof to be unsafe for taxiing, landings or takeoffs, the Airport Director shall issue, or cause to be issued, a NOTAM closing the Airport or any part thereof.

#### 10.14.30: WARM-UPS AND FINAL CHECKS OF AIRCRAFT

Warm-ups and final checks prior to take-offs shall be performed only on the Taxiway or De-ice Pad and shall not be performed on Runways. (~~§10.14.020 repealed reenacted Ord. 028-05~~)

#### 10.14.40: TAXIING

A. All Aircraft shall be taxied at all times at a slow and reasonable speed and in a safe manner and under control of the Pilot thereof. Pilots shall taxi at their own discretion in accordance with these rules in areas not visible from the FAA Air Traffic Control Tower.

B. No Aircraft shall be taxied into or out of any Hangar.

C. Taxiing of all Aircraft shall be confined and limited to hard-surfaced Runways, Taxiways and aprons.

D. Aircraft will lower flaps when taxiing into and out of gate parking positions on the Terminal Building Aircraft Apron. (~~§10.14.030 repealed reenacted Ord. 028-05~~)

#### 10.14.50: STARTING OF AIRCRAFT—REQUIREMENTS

A. No Aircraft engine will be started without adequate fire extinguishers of approved type being immediately available and in or near the Aircraft when engines are being started.

B. No Person shall start or run an Aircraft engine unless a qualified, certificated Pilot or mechanic is attending the Aircraft controls, with the parking brakes set or wheels properly blocked, and only in the locations designated for such purposes by the Airport Director.

C. No Aircraft engine shall be started or run in any Hangar, or when Aircraft is tailed toward Hangar doors, or when positioned so as to endanger Persons or damage any Building or property.

*(§10.14.040 repealed reenacted Ord. 028-05)*

#### 10.14.60: PARKING GENERALLY

A. No Person shall park any Aircraft in any area not designated for such purpose by the Airport Director, or his or her authorized representative.

B. Parked Aircraft shall have parking brakes set, or wheels properly blocked and shall be firmly secured to the ground by ropes or other appropriate means when left unattended.

C. No Person shall park any Aircraft on any of the public, nonexclusive areas (not designated for that purpose) of the Airport without the prior written consent of the Airport Director, or his or her authorized representative.

D. Aircraft shall not be parked in such a manner so as to block a Runway, Taxiway, Taxilane, or obstruct access to Hangars, parked Aircraft, and/or parked vehicles.

E. No Person shall leave an Aircraft unattended on any area of the Airport, including leased premises, unless properly secured. Securing of Aircraft shall be the sole responsibility of the owner and/or operator of the Aircraft.

F. No Person shall park or store any Aircraft in non-flyable condition on Airport property, including leased premises, for a period over ninety (90) days, without a written permit from the Airport Director. Whenever any Aircraft is parked, stored or left in non-flyable condition on the Airport in violation of the provisions of this section, the Airport Director shall so notify the Aircraft owner or operator thereof by certified or registered mail, requiring removal of said Aircraft within fifteen (15) days of receipt of such notice, or if the owner or operator be unknown or cannot be found, the Airport Director shall conspicuously post and affix such notice to the said Aircraft, requiring removal of said Aircraft within fifteen (15) days from date of posting. Upon the failure of the owner or operator of said Aircraft to remove the Aircraft within the period provided, the Airport Director shall remove the Aircraft from the Airport. All costs incurred by the County in the removal of any Aircraft as set forth herein shall be recoverable against the owner or operator thereof.

G. No Person shall store or retain Aircraft parts or components being held as inventory anywhere on the Airport, other than in an enclosed, authorized facility, or in a manner approved by the Airport Director, in writing. *(§10.12.050 repealed reenacted Ord. 028-05)*

#### 10.14.70: DAMAGE TO FACILITIES

Damage to Airport lighting equipment, including but not limited to lights, signs, and navigational aids, or other equipment on Facilities of the Airport shall be paid for by the Person or Entity responsible therefor. (~~§10.14.060 repealed reenacted Ord. 028-05~~)

#### 10.14.80: REPAIRS AND SERVICES TO AIRCRAFT

A. All repairs to Aircraft shall be made in areas designated by the Airport Director or his or her authorized representative.

B. No services will be permitted to Aircraft occupying loading and unloading positions on a Terminal Building Aircraft Apron adjacent to the Passenger Terminal except those services incidental to the preparation of the Aircraft for immediate departure, such services to include, among other things, Fueling, inspection, interior cleaning, any non-routine Maintenance involving Minor Repairs and the replacement or adjustment of equipment of an emergency nature or in order to insure the safe departure of the Aircraft. Any Person performing such services shall leave the Ramp area used therefore in a neat, clean, safe and orderly condition upon completion of such services. (~~§10.14.070 repealed reenacted Ord. 028-05~~)

C. Any Aircraft owner may perform 14 CFR Part 43 *Maintenance, Preventive Maintenance, Rebuilding, and Alteration* authorized operator Maintenance on his/her owned Aircraft provided such Maintenance or service is performed by the Aircraft owner or his/her bona fide employee.

D. Any owner or approved employee who performs such Maintenance shall do so in the County designated self-maintenance area or within the confines of a joint-use Hangar, provided such activity does not pose a fire or safety hazard and does not impede the ingress/egress of other hangared Aircraft. Any Aircraft owner utilizing an employee to perform Aircraft Maintenance shall be required to provide the Airport Director evidence of employment in a form acceptable to the Airport Director. Social Security records, workmen compensation records, corporate identification, etc. shall be deemed acceptable evidence of employment. Maintenance other than 14 CFR Part 43 authorized owner Maintenance performed on the Aircraft by the Aircraft owner or his/her employee will be at the County designated self-maintenance area or another location on the Airport approved by the Airport Director. Use of the Tie-Down areas for Maintenance shall be prohibited unless otherwise approved by the Airport Director.

E. An Aircraft owner shall not contract with an Entity to perform “scheduled” Maintenance on Aircraft owner’s Aircraft at the Airport unless said Entity is a FBO or Maintenance S-FBO leasing space on the Airport and licensed by the County to provide such Commercial Aeronautical Activity. “Unscheduled” Aircraft Maintenance by a non-based maintenance company or contractor is permitted provided the Aircraft owner notifies the Airport Director of this activity in advance and the company or contractor presents to the Airport Director proof of proper FAA license and certificates to perform Aircraft Maintenance, proof of public liability insurance, and the Aircraft owner/Airport Director can identify a satisfactory area on the Airport

where the “unscheduled” Maintenance service can be performed. County notification shall consist of the Aircraft owner contacting the Airport Director and providing written documentation supporting the above requirements. “Unscheduled” Maintenance is limited to the following:

1. Warranted Maintenance work that requires repair or additional attention by the warranting company.
2. A malfunction that prevents the Aircraft from being taken to another airport for Maintenance.
3. Maintenance work requiring a specialty service which is not being provided by an existing FBO or S-FBO operating on the Airport.

F. All Aircraft Maintenance shall be conducted strictly in accordance with the Airport Rules and Regulations; all federal, State, and local fire and safety regulations; all federal, State, and local rules and regulations, air worthiness directives, and other applicable rules and regulations.

G. Aircraft shall not be washed on Airport property, except in areas and in the manner approved by the Airport Director. Wastewater from Aircraft washing operations shall be disposed of in accordance with all applicable local, State, and federal environmental rules and regulations.

H. Aircraft deicing (the removal of snow and/or ice with chemical substances) shall only be accomplished on the designated de-ice apron located south of the Terminal Building Aircraft Apron solely by authorized agents of the County. Use of chemical substances for the purpose of removing snow and/or ice shall comply with all U.S. Environmental Protection Agency regulations.

#### 10.14.90: PASSENGER LOADING AND UNLOADING

No passenger shall be loaded on or unloaded from any Aircraft, except helicopters, until the engine or engines have come to a complete stop. Passengers shall be enplaned/deplaned in areas approved by the Airport Director. The Aspen/Pitkin County Airport Airline Lease and Use Agreement shall govern the location and manner in which airlines enplane/deplane passengers. The Airport Security Plan shall govern Airport security requirements for all passengers. *(§10.14.080 repealed reenacted Ord. 028-05)*

#### 10.14.100: PERFORMANCE TESTS ON EXPERIMENTAL AIRCRAFT

Performance tests on experimental Aircraft conducted from or on the Airport shall be conducted only with the written permission of the Airport Director, or his or her authorized representative. *(§10.14.090 repealed reenacted Ord. 028-05)*

The FAA Air Traffic Control Tower is responsible for authorizing local UAS or Drone operations in Airport Airspace. As a matter of current practice, requests for such operations are routinely denied. All UAS or Drone operators must register their Drone with the FAA and seek approval for operation in the vicinity of the Airport through the FAA's central UAS operations center and according to FAA regulations and policies. Users must contact the FAA or the manufacture of the drone for additional information. Under no circumstances will the Airport Director or County authorize UAS or Drone operations unless explicitly instructed to do so by appropriate FAA officials.

### **10.15: RESERVED**

### **10.16: FEES, RATES AND CHARGES AT THE AIRPORT**

#### SECTIONS:

- 10.16.10 GENERAL AUTHORITY
- 10.16.20 USE OF THE PUBLIC AIRFIELD FACILITIES, INCLUDING LANDING FEES
- 10.16.25 AIRLINE-RELATED POLICIES, PROCEDURES AND STANDARDS
- 10.16.30 FUELING OPERATIONS PERMIT FEES
- 10.16.40 FLOWAGE FEES
- 10.16.50 PAYMENTS
- 10.16.60 GROUND TRANSPORTATION
- 10.16.70 BUSINESSES IN TERMINAL BUILDING—CHARGE FOR OCCUPYING SPACE
- 10.16.80 PASSENGER FACILITY CHARGES
- 10.16.90 FLYING CLUBS

#### 10.16.10: GENERAL AUTHORITY

A. As authorized by the 2004 Colorado Revised Statutes Sections 41-4-101 et seq., 30-11-107; 30-15-401; 30-35-201 and 30-35-202, the County has the authority to set, charge, collect and enforce fair and reasonable rents, fees and charges for the occupancy and use of the Airport. (Res. 87-56 (09-14-87)).

B. The Board of County Commissioners reserves the right to amend the Airport rates and charges as necessary and appropriate, including, but not limited to, imposing fees and charges upon Aircraft engaged in general aviation activities at or upon the Airport.

C. All Persons obligated to pay rates and charges to the County for use of the Airport shall be responsible for paying the then-current rates and charges, except as may expressly be provided in a lease, license or permit executed by the County. (~~§10.16.010 repealed reenacted Ord. 028-05~~)

#### 10.16.20: USE OF THE PUBLIC AIRFIELD FACILITIES, INCLUDING LANDING FEES

A. The rates and charges for the use of the Public Airfield Facilities, including landing fees imposed on Air Carriers serving the Airport and operators authorized to use the Airport, shall be as enumerated in the document entitled "Airport Fees And Charges" as published by the Airport Director, and as the same shall be modified from time to time by the Board of County Commissioners within its sole discretion. (Res. 87-56 (09-14-87)).

B. It shall be the responsibility of the Airport Director or his or her authorized representative to collect any such landing fee unless it is known to or can be demonstrated to the official collecting the fee that other written contractual arrangements have been made with the County.

C. Any fees collected under this section of these Airport Rules and Regulations shall be promptly remitted by the official collecting the same to the County's Finance Office with backup accounting, therefore.

D. The County shall provide the Air Carriers with thirty (30) days' advance written notice of any change in landing fee amounts.

E. No landing fee will be levied or assessed in the event an Aircraft departs from the Airport for another destination, which Aircraft, without making a stop at another airport, is forced to abort its flight and to return to and land at the Airport because of meteorological conditions, mechanical or operating causes or for any similar emergency or precautionary reason. (Res. 87-56 (~~§10.16.020 repealed reenacted Ord. 028-05~~))

#### 10.16.25 AIRLINE-RELATED POLICIES, PROCEDURES AND STANDARDS

A. Pitkin County, Colorado, through its Board of County Commissioners ("BOCC"), as sponsor of the Aspen/ Pitkin County Airport, acknowledges its obligations, pursuant to federal statutes and Federal Aviation Administration (FAA) Grant Agreements, to provide access to and use of the Airline Terminal and related facilities at rates and on terms and conditions that are fair, reasonable and not unjustly discriminatory.

B. The BOCC also asserts its rights, as owner and operator of the Airport, to regulate the access to and use of such ground facilities in order to bring about an orderly allocation of

available areas and the most efficient use of limited space and, pursuant to such rights, hereby establishes certain policies concerning access to and use of the Airline Terminal and related facilities.

C. In establishing policies, the Airport is attempting to:

1. Manage the Airport in a prudent or businesslike manner;
2. Comply with its obligations under federal and state law; and
3. Recognize the rights of all interested parties.

D. The County reserves the right to alter or amend these policies as part of its annual rate-making and review process in its sole discretion, subject only to federal law and existing agreements.

E. To provide access to the Airline Terminal and Facilities and to allocate such spaces and facilities among Airlines on a modified "first-come- first-served" basis, recognizing the extreme seasonal nature of Airport traffic.

F. Airport staff shall establish deadlines reasonably in advance of the high-traffic winter and summer seasons by which Airlines new to the Airport are required to submit a formal application for access (including a non-refundable application fee) in a form established by the Airport setting out the details of their proposed operation. The Airport shall thereafter allocate space between and among such new Airlines, Pre-Signatory, Multi-seasonal and Seasonal Airlines according to the following priorities:

1. Number of passengers served (historical/ projected/ contracted).
2. Duration (seasonal, year-round) and frequency (daily, other-than-daily) of proposed service on an annual basis.
3. Amount/type of space/equipment/facilities needed; method of providing ticketing customer service, baggage handling, ground services.
4. Type/size of aircraft to be used.
5. Status and seniority of Airline and length of Agreement term (less than year, full-year, multi-year).
6. Coordination with schedules with other Airlines.
7. Inter-Airline agreements handling, code-sharing.

G. It is the policy of the BOCC to provide access through leases that meet the legitimate operational and business needs of the Airport. In addition, the BOCC acknowledges its obligations to operate the Airport in a manner to make it as self-sustaining as possible, and to establish rates and charges on an appropriate basis .

H. Once an Airline has qualified for access, the Airport Director will categorize the Airlines as Signatory, Pre-Signatory, Multi-seasonal or Seasonal, which categories have various legal, financial and operational rights and obligations, as follows:

1. Signatory Airlines shall be entitled to lease all or part of their Premises as "Exclusive Use Areas." Such areas, while still subject to reallocation to other Airlines pursuant to the Airports obligation to provide access to all qualified Airlines and reserved rights to do so in

their respective Signatory Lease and Use Agreement, are of a lower priority than Preferential Use Areas to be re- allocated.

2. Pre-Signatory Airlines shall be required to lease all of their Premises as “Preferential Use Areas”, which are subject to re-allocation to other Airlines by the Airport according to standards and procedures set out in an exhibit to their respective Lease and Use Agreements.

3. Multi-seasonal and Seasonal Airlines shall be required to lease all of their Premises as “Preferential Use Areas.”

1. Airline rates and charges will be determined on a compensatory basis adjusted to recover only those historical capital costs designated by the BOCC.

1. Signatory Airlines pay the rent and landing fees established by the Airport on a compensatory basis.

2. Pre-Signatory and Multi-seasonal Airlines pay the compensatory rent and landing fees established by the Airport, increased by an amount based on the administrative/legal and operations costs associated with the commencement and expiration/termination of Lease and Use Agreements.

3. Seasonal Airlines pay the rent and landing fees established by the Airport, increased by an amount based on: the administrative/legal and operations costs associated with the commencement and expiration/termination of Lease and Use Agreements; fixed annual costs incurred regardless of the period of occupancy; and seasonal costs incurred that relate directly to the occupancy of that season.

#### J. Performance Guarantees and Security Deposits.

1. Signatory Airlines, if they have been satisfactory Tenants for at least three (3) years, may have security deposits and performance guarantees waived by the Airport, subject to the Airport's right to re-institute deposits and or guarantees in the event of a future non-performance default.

2. Pre-Signatory and Multi-seasonal Airlines shall provide a cash security deposit and a performance guarantee (irrevocable letter of credit) of at least 3 months' rent, landing fees and PFCs, as adjusted for the high season, plus a reserve for collection costs. If the Airline performs satisfactorily, the amount may be reduced incrementally over a period of years.

3. Seasonal Airlines shall provide a cash security deposit and a performance guarantee (irrevocable letter of credit) of at least 3 months' rent, landing fees and PFCs, as adjusted for the high season, plus a reserve for collection costs.

#### K. Budget and Rate-setting Cycle.

1. Each year the County will consult with the Airlines on operating budget projections for the following year and an updated Capital Improvement Plan (“CIP”).

2. Following consultation of each year, the County will adopt its budget, after affording the opportunity for Airline comment, and will set Airline rates and charges effective January 1 of the following year.

3. Mid-year or later each year, the County may consult with the Airlines on updated Airport budget projections and CIP progress for the current year, actual audited results from the prior year and any proposed mid-year change to Airline rates and charges. Any mid-year change to Airline rates and charges may be effective June 1 or later.

L. The determinations and space allocations are to be made by the Airport Director.

M. Any Airline may appeal such determination to the County Manager and/or the BOCC in a writing stating the rate, term or condition objected to and the basis for the objection.

#### 10.16.30: FUELING OPERATIONS PERMIT FEES

A. Unless otherwise agreed to by the Airport Director or BOCC, all Fueling Operations Permittees shall pay the County, via the Airport Director, a fee upon application for a Fueling Operations Permit, and upon any subsequent renewal of that Permit, which fees are enumerated in the document entitled "Airport Rates And Charges" as published by the Airport Director, and as the same shall be modified from time to time by the Board of County Commissioners within its sole discretion.

B. If the Fueling Operations Permit is denied, the fee is nonrefundable, to compensate the County for the cost of processing the application.

C. If the Fueling Operations Permit is granted, the fee shall be a Permit fee for twelve (12) months. (~~§10.16.030 repealed reenacted Ord. 028-05~~)

#### 10.16.40: FLOWAGE FEES

A. With the exception of Air Carriers which have entered into an Aspen/Pitkin County Airline Lease and Use Agreement or are subject to the provisions of Section 10.24, there is imposed on, and shall be paid by all Aircraft owners and operators authorized to use the Airport, a Fuel flowage fee for Fueling Operations pursuant to a Fueling Operations Permit, which fees are enumerated in the document entitled "Airport Rates And Charges" as published by the Airport Director, and as the same shall be modified from time to time by the Board of County Commissioners within its sole discretion.

B. The Fuel flowage fees shall be payable monthly on the tenth day of each month after any Fueling Operations during the term of the Aircraft Fueling Operations Permit or lease, permit, or Agreement issued by the County authorizing the retail sale of Fuel at the Airport.

C. If payment in full of any fees hereunder is not received by the tenth of the month, such payment will be considered in arrears and will be assessed a late charge for each month or part of a month unpaid. (~~§10.16.040 repealed reenacted Ord. 028-05~~)

#### 10.16.50: PAYMENTS

A. Entities shall also submit additional payments to the County concurrently with their submission of monthly reports (as described in Section 10.20.100) as follows:

1. Any charges for the use of the Airport for the preceding month, as enumerated in the document entitled "Airport Rates And Charges" as published by the Airport Director, and as the same shall be modified from time to time by the BOCC within its sole discretion; and

2. Any other charges for services levied by the Airport for the use of space, services or for other purposes including, but not by way of limitation, all LEO charges provided by the County, as required by the FAA or TSA, or as may be specifically requested. (~~§10.16.060 repealed reenacted Ord. 028-05~~)

B. The monthly installments of fees and charges shall be paid by the Airlines without deduction, set-off or escrow of any kind whatsoever. Rent for Exclusive and Preferential Use Passenger Terminal Premises shall be due and payable on the first (1st) day of each calendar month for rent due in the same month. Rent for Common and Shared Use Passenger Terminal Premises shall be due and payable by the 20th of the month in which such rent is billed. Landing fees shall be due and payable by the 20th of the month for Aircraft landed during the preceding month.

C. All payments shall be made in good U.S. funds, made payable to the "Aspen/Pitkin County Airport;" and delivered to the office of Airport Administration, 0233 E. Airport Rd., Ste. A, Aspen, Colorado 81611.

D. All payments shall be considered delinquent if not received by the last day of the month in which due. All delinquent payments shall each bear default interest on any unpaid and delinquent balance for any month so delinquent at the rate of two percent (2%) per month on the unpaid balance, compounded monthly; default interest shall be due and payable without notice or demand with the next regular payment due.

E. Airlines shall timely and fully pay all business, personal property taxes, and all other taxes lawfully assessed against Airline by reason of its use and occupancy of the Airport and its Assigned Area.

#### 10.16.60: GROUND TRANSPORTATION

There is imposed on, and shall be paid by, all Commercial Ground Transportation Operators, fees for entry and use of the Airport Facilities, which fees are enumerated in the document entitled "Airport Rates And Charges" as published by the Airport Director, and as the same shall be modified from time to time by the Board of County Commissioners within its sole discretion, or lease, permit, or Agreement issued by the County authorizing the operations of ground transportation at the Airport. (~~§ 10.16.070 repealed reenacted Ord. 028-05~~)

#### 10.16.70: BUSINESSES IN TERMINAL BUILDING—CHARGE FOR OCCUPYING SPACE

There is imposed on, and shall be paid by, all Entities occupying space in the Passenger Terminal at the Airport exclusively for their own Business purposes (except Aircraft operations coming within the provisions of Article 30) and not having other contractual arrangements with the County, a rate or charge per square foot of such space, which rate or charge is enumerated in the document entitled "Airport Rates and Charges" as published by the Airport Director, and as the same shall be modified from time to time by the Board of County Commissioners within its sole discretion. (*§ 10.16.080 repealed reenacted Ord. 028-05*)

#### 10.16.80: PASSENGER FACILITY CHARGES

Pursuant to 49 U.S.C. § 40117, as it may be amended, and upon FAA approval, the County may collect a Passenger Facility Charge, which fees may be used by the County to fund certain eligible projects. The Airlines shall collect and remit Passenger Facility Charge revenue collected from Airline passengers of the Airport in the manner provided by 14 CFR Part 158, as amended. (*§ 10.16.090 repealed reenacted Ord. 028-05*)

#### 10.16.090: FLYING CLUBS

A. A flying club is not a Commercial Aeronautical Activity but is a not-for-profit organization created for the sole purpose of providing its members with one or more Aircraft for their personal use and enjoyment. The club is considered as an individual Aircraft owner. Since flying clubs are NOT a Commercial Aeronautical Activity, they shall be exempt from the Airport Minimum Standards, Division II.10.36, upon satisfactory fulfillment of the conditions contained in this Section.

B. A flying club shall be an Entity that is not-for-profit and is organized for the express purpose of providing its members with one or more Aircraft for their personal use and enjoyment only. Each member must be a bona fide owner of the Aircraft or stockholder in the corporation. The Aircraft access rights of all 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.). The club may not derive greater revenue from the use of its Aircraft than the amount necessary for the operations, maintenance and replacement of its Aircraft including avionics/Aircraft upgrades as well as acquisitions, and engine reserves.

C. Flying clubs may not offer or conduct a Commercial Aeronautical Activity including, but not limited to Air Taxi/Charter or Aircraft rental of operations. They may not conduct Aircraft flight instruction, except for regular members, and provided that such instruction is offered by a registered member qualified as a flight instructor as set forth in the Airport Minimum Standards. Only members of the flying club may operate the Aircraft.

D. No flying club shall permit its Aircraft to be utilized for giving flight instruction to any Person, including members of the club owning the Aircraft, when such Person pays or becomes obligated to pay for such instruction, except when instruction is contracted for from a flight instructor who is authorized by the County to do business on the Airport. FAA-certified flight instructors, who are bona fide members of the flying club are permitted to receive either monetary compensation for services offered to club members by the flying club or discounted /waived regular club member dues but not both.

E. Any qualified, FAA-certificated mechanic who is a registered member and part owner of the Aircraft owned and operated by the flying club, shall not be restricted from doing Maintenance work on Aircraft owned by the club, and the club does not become obligated to pay for such Maintenance work, except that such mechanics may be compensated by credit against payment of dues or flight time. Said mechanic shall be permitted to receive either monetary compensation from the flying club or discounted/waived regular club member dues but not both.

F. Flying clubs must not indicate in any form of marketing and/or communications that they are a business where people can learn to fly.

G. Flying clubs 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.

H. Each flying club shall furnish to the Airport Director a copy of its charter and by-laws, articles of association, partnership agreement or other documentation supporting its existence, its roster or list of members including names, addresses, and telephone numbers of Officers or Directors, the number and type of Aircraft, evidence that Aircraft are properly certificated, evidence that ownership is vested in the club, and the operating rules of the club. This information shall be updated on an annual basis by the club. Any and all records of the club shall be available for review at any reasonable time by the County or its authorized agent in the event a formal written complaint is filed against the club.

I. Flying clubs shall comply with all applicable federal statutes and all regulations including, but not limited to, those promulgated by the FAA and TSA.

J. Flying clubs shall comply with all applicable State and local statutes, rules and regulations including, but not limited to, those relating to tax, fire, building, and safety matters.

K. Flying clubs shall comply with all applicable local, State, and federal environmental statutes and regulations including, but not limited to, requirements for the disposal of waste oil and other potentially hazardous substances and for the refueling of all Aircraft when authorized.

L. Flying clubs shall submit with its application proof that adequate public liability and property damage insurance is provided in sufficient amounts as promulgated by the State to protect the Flying club and County from legal liabilities resulting from this activity. Proof of insurance shall be updated annually by the Flying club.

M. Flying clubs shall indemnify and save harmless and assume the defense of the County, its agents, employees, and officials from and against any and all liabilities, damages, expenses, causes of action, suits, claims or judgments; and pay all attorneys' fees, court costs and other costs incurred in defending such claims, as may accrue against, be charged to, be recovered from or sought to be recovered from the County, its agents, employees or officials by reason of or on account of damage to the property of, injury to, or death of any Person arising solely from the negligence or acts of omission of the flying club at the Airport.

N. In order to be recognized as a flying club by the County, the club must certify in writing that it will comply at all times with the Airport Rules and Regulations established by the County for flying clubs.

O. A flying club which violates any of the foregoing, or permits one or more members to do so, will be required to terminate all operations at the Airport. A public hearing shall be held for the purpose of considering such termination. Written notice of the hearing shall be sent by the Airport Director via registered mail, return receipt required, to the president of the flying club, or to such other representative as may have been designated by the president. Notice shall be sent at least ten (10) days prior to the scheduled date of the hearing. It shall also be published once in a local newspaper at least one week prior to the hearing.

**10.17: RESERVED**

**10.18: RESERVED**

**10.19: RESERVED**

**10.20: AIRCRAFT FUELING REGULATIONS**

Sections:

10.20.10 PURPOSE

10.20.20 FUELING OPERATIONS PERMIT

10.20.30 DOCUMENTS IN SUPPORT OF A FUELING OPERATION PERMIT.

10.20.40 AIRPORT FUELING OPERATIONS PERMIT APPLICATION AND ISSUANCE

10.20.50 COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS

10.20.60 REQUIREMENTS OF AND RESTRICTIONS ON FUELING OPERATIONS  
(NON-SELF FUELING)

10.20.65 REQUIREMENTS OF AND RESTRICTIONS ON FUELING OPERATIONS  
(SELF FUELING)

10.20.70 FUELING FACILITIES AND EQUIPMENT

- 10.20.80 FUEL SPILLS
- 10.20.90 INSURANCE
- 10.20.100 RECORDS AND MONTHLY REPORTS
- 10.20.110 PERMIT RENEWAL
- 10.20.120 PERMIT SUSPENSION
- 10.20.130 PERMIT REVOCATION
- 10.20.140 EFFECT OF SUSPENSION/REVOCATION
- 10.20.10: PURPOSE

The purpose of these regulations is to establish and support a system at the Airport for the safe, efficient, professionally-managed and environmentally-responsible storage, handling and dispensing of Fuel to Aircraft.

Recognizing the County’s obligation to provide Aircraft owners and operators with the opportunity to fuel their own Aircraft, these regulations also provide for Owner Self-Fueling and Retail Self-Service Fueling. For purposes of this Chapter 10.20, references to “Fueling Operations”, “Fueling Operations Permit” or “Permittee” shall apply to both Retail Fuel Sales, including Retail Self-Service Fueling, and Owner Self-Fueling, unless a contrary meaning is plainly indicated. (*§ 10.20.010 repealed reenacted Ord. 028-05*)

10.20.20: FUELING OPERATIONS PERMIT

A. Prior to, and as a prerequisite to, the conduct of any Aircraft Fueling Operation, a Person must possess an Aircraft Fueling Operations Permit issued by the Airport Director, with said Aircraft Fueling Operations Permit being either a Retail Fuel Sales Aircraft Fueling Operations Permit or a Self-Fueling Permit, and conform to all procedures outlined herein and therein. Retail Self-Service Fueling customers purchasing Fuel from Retail Fuel Sales providers are not required to possess an Aircraft Fueling Operations Permit.

B. A Retail Aircraft Fuel Operations Permit may be included in a written lease between the County and an FBO or S-FBO and shall be subject to the applicable provisions of that lease, the Minimum Standards and this division. (Ord. 93-14 § 1 (part)). For purposes of this Chapter 10.20, conditions on Fueling Operations imposed on “Aircraft Fueling Operations Permittees” shall apply equally to any FBO or S-FBO conducting Retail Aircraft Fuel Sales pursuant to a lease with the County. (*§ 10.20.020 repealed reenacted Ord. 028-05*)

#### 10.20.30: DOCUMENTS IN SUPPORT OF AN AIRCRAFT FUELING OPERATIONS PERMIT

A. The Airport Director reserves the right to publish and amend, from time to time, all forms and documents referred to in these Airport Rules and Regulations or reasonably necessary to accomplish the purpose of these regulations including, without limitation:., permit application form; permit form; permit denial form; mobile Fuel dispenser checklist; flowage fee reports; NFPA reference documents; Fuel spill report form; and notice of permit suspension form.

B. Such forms and documents shall be created or amended by an internal County rule-making process that includes notice to affected parties, an opportunity to be heard (or for written comments) and an appeal or objection process. (~~§ 10.20.030 repealed reenacted Ord. 028-05~~)

#### 10.20.40: AIRCRAFT FUELING OPERATIONS PERMIT APPLICATION AND ISSUANCE

A. An applicant for an Aircraft Fueling Operations Permit shall file with the Airport Director an application on a form provided for that purpose which must be signed by the applicant. The burden shall be on the applicant to provide the Airport Director with a true and complete application and to promptly update the application information as necessary during the term of an Aircraft Fueling Operations Permit or renewal thereof. Information provided in the application will be maintained as confidential, if so requested by the applicant, to the extent permitted by law. Such application form shall include, without limitation, the following:

1. The name, address and twenty-four (24) hour telephone numbers of the primary (and, if available, secondary) contact Person of the applicant;
2. The requested date for commencement of the Fueling Operations and the requested term of conducting the same, provided that the term of any Self-Fueling Aircraft Operations Permit shall be no longer than 12 months;
3. A map to scale of the location of property requested or desired to be occupied or used;
4. An identification of any necessary or desirable capital improvements to be constructed in conjunction with the Fueling Operations and applicant's proposal for and constructing/installing and financing the same;
5. A detailed description and identification of the Aircraft to be fueled and all equipment and Facilities to be used and copies of all documents indicating ownership and/or the applicant's right to use of same;
6. If the applicant intends to offer Retail Self-Service Fueling Operations, a detailed description of the types of Fuel to be offered, all equipment and Facilities to be used, plan for operation and maintenance of Facilities, including rules and regulations for private Aircraft to

use Retail Self-Service Fueling, all applicable required permits and licenses, and accounting method for reporting Fuel sales.

7. The number and identification of Persons proposed to conduct the Fueling Operations;
8. The hours of proposed Fueling Operations (hours shall be limited to times in which the Airport is open);
9. Proof of insurability to the types and limits of insurance coverage as provided herein;
10. A listing of the federal, State and local laws, rules and regulations to which the operations are subject;
11. A plan for compliance with the County's management, environmental and land-use requirements, policies and goals;
12. The mailing address to which notices under these regulations are to be sent by certified mail;
13. Any other information determined by the Airport Director to be reasonably necessary or useful in the review and evaluation of the application and/or the conditions of the Aircraft Fueling Operations Permit.

B. The Airport Director reserves the right, prior to certification of an application as complete, to forward applications to referral agencies including, without limitation, the overseeing Fire Marshal, the County Sheriff's Department and the County Building Inspection Department, for review and comment on safety and hazardous materials concerns arising from the proposed Fueling Operations. In that event, no Aircraft Fueling Operations Permit shall issue and no Fuel dispensed without requisite approvals from these agencies or departments.

C. When an application has been filed with the Airport Director and certified by the Director to be in complete and proper form, the Airport Director shall arrange inspections(s) of the applicant's proposed Fueling Operations including, without limitation, the site, Facilities and equipment for the proposed operation(s) in order to verify compliance or determine what action is necessary in order to be in compliance with these regulations.

D. The Airport Director shall issue or deny in writing an Aircraft Fueling Operations Permit within thirty (30) days of receipt of a complete application or within other such reasonable time as may be necessary for the full and complete review of the application. If issued, the Aircraft Fueling Operations Permit may contain such conditions, requirements and restrictions as are determined by the Airport Director to be reasonably necessary to accomplish the purposes of these regulations. Grounds for denial shall be a finding of one or more of the following:

1. The applicant has failed to provide required information or has provided incomplete, false or misleading information in his or her application;
2. The applicant's proposed Aircraft Fueling Operation(s) will violate an applicable law, ordinance or regulation;

3. The applicant's (or proposed personnel) is then subject to a suspension under these Airport Rules and Regulations or has had an Aircraft Fueling Operations Permit revoked within the two years immediately preceding the date of application;

4. The applicant has failed to prove that it meets the minimum requirements of these Airport Rules and Regulations; or

5. The applicant has failed to prove that it holds any other Aircraft Fueling Operations Permits, licenses or certificates required by the Uniform Fire Code or other ordinances or laws.

E. An Owner Self-Fueling Aircraft Fueling Operations Permit issued by the Airport Director shall be displayed in a conspicuous place on the Permittee's premises at all times. Such permit shall be made available for inspection at any reasonable time upon request by the Airport Director or designee.

F. An Owner Self-Fueling Aircraft Fueling Operations Permit will be valid for no more than twelve (12) consecutive calendar months from the date of issuance.

G. Aircraft Fueling Operations Permits expressly are not assignable or transferable. (§ 10.20.040 repealed reenacted Ord. 028-05)

#### 10.20.50: COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS

A. An Aircraft Fueling Operations Permittee shall at all times ensure that Fueling Operations are in strict compliance with all then-current applicable County, State and federal laws and regulations, including but not limited to 14 CFR Part 139 and applicable FAA Advisory Circulars, all as they may be amended. FAA Advisory Circular No. 150/5230-4, Aircraft Fuel Storage, Handling, and Dispensing on Airport, with all current changes, shall be used for determining the minimum requirements for training of fueling personnel, inspections, procedures for dispensing, filtering, minimum safety requirements for refueling vehicles, emergency procedures, and other related Aircraft fueling safety items and the terms and conditions of applicable insurance policies.

B. An Aircraft Fueling Operations Permittee shall comply with all standards of the National Fire Protection Association (NFPA) and the American Petroleum Institute (API) including, but not limited to, those standards set out in the NFPA's Part 407, Aircraft Fueling and Servicing, API's Bulletin Number 1542, Airport Equipment Marking for Fueling Identification, the Uniform Fire Code, all as they may be amended.

C. It shall be the responsibility of the Permittee to know and keep current all changes to applicable County, State and federal laws and regulations, whether then in effect or enacted after the Aircraft Fueling Operations Permit is issued.

(§ 10.20.050 repealed reenacted Ord. 028-05)

#### 10.20.60: REQUIREMENTS OF AND RESTRICTIONS ON AIRCRAFT FUELING OPERATIONS (NON-SELF FUELING)

A. Personnel.

1. With the exception of Retail Self-Service Fueling, Fueling Operations shall be conducted solely and exclusively by the Permittee personally or by Permittee's own employees.

2. Aircraft Fueling Operations, including the use of Facilities and equipment, shall be conducted only by Persons instructed in the methods of proper use and operation of such equipment and who are qualified to use such equipment.

3. Permittee shall not allow unauthorized personnel to occupy or use its sites, Facilities or equipment.

B. Training Program/Policies and Procedures.

1. A Permittee shall not conduct Fueling Operations, until the Permittee has successfully completed a fueling training program approved by the County. Proof of training, i.e., test scores, shall be kept on file for inspection in the office of the Airport Director.

2. A Permittee shall not conduct Fueling Operations until the Permittee has adopted a written policies and procedures manual covering all aspects of its Fueling Operations, including self-inspection procedures.

C. Retail Self-Service Fueling

1. Aircraft Fueling Operations Permittees, if authorized to offer Retail Self-Service Fueling, shall be responsible for the installation and maintenance of the self-service Facilities and equipment, and for the billing for the sale of Fuel.

2. Permittees shall be responsible for adopting, posting and enforcing such rules and regulations as necessary for the safe use of the Retail Self-Service Fueling Facilities.

3. Permittees shall be responsible for collecting and remitting to the Airport Director all Fuel Flowage Fees associated with the Retail Self-Service Fueling sales.

4. Purchasers of Fuel from the Retail Self-Service Fueling Facilities are not required to have Fueling permits but must comply with all applicable laws, rules and regulations regarding use of Retail Self-Service Fueling Facilities at the Airport.

D. Inspection.

1. A Permittee or the employees of Permittee shall not begin Fueling Operations until the Airport Director has inspected all of the Permittee's fueling Facilities, equipment and policies and procedures and has determined that they comply with the requirements of these regulations.

2. Each Permittee shall prepare a record of its self-inspection and inspection procedures in sufficient detail to assure the Director that the self-inspection procedures are adequate and completed on a regular, recurring basis.

3. A Permittee shall allow the Airport Director or his or her designated representative(s) to enter and inspect any and all equipment and Facilities at all reasonable hours to ensure compliance with the requirements of these regulations and at any time in response to an emergency or a reported or suspected hazardous condition.

E. Fuel Quality and Types.

1. All Fuel shall be clean, bright, pure and free of microscopic organisms, water, or other contaminants.

2. For Self-Fueling permits, the Permittee shall provide Aircraft Fuel of the types required only by those Aircraft expressly identified on its Self-Fueling permit.

3. Aircraft using MOGAS must meet standards as identified in the applicable supplemental type certificate (STC) for the permitted Aircraft. A copy of this STC shall be provided to the Airport Director prior to the issuance of the permit. Permittee shall further certify that the MOGAS does not contain alcohol, methanol, or both which can be detrimental to rubber parts, carburetor, gaskets, and other engine components.

4. Permittee shall provide blended Sustainable Aviation Fuel (SAF) as per lease and permit requirements for providing blended SAF. The Permittee shall also reasonably consider the carbon impact associated with fuel acquisition in making sourcing decisions. E.

#### Location of Fueling Operations.

5. Aircraft Fueling Operations may be conducted only on those portions of the Airport that are expressly identified and permitted for that purpose.

6. A Permittee shall obtain the written approval of the Airport Director prior to the construction or installation of any Improvement on Permittee's permitted location.

#### F. Restrictions on Self-Fueling Operations.

1. Self-Fueling Permittees are prohibited from selling and/or storing, handling or dispensing Fuel(s) for or to other Airport users including locally based and transient Aircraft. A Permittee or the employees of a Permittee may dispense Fuel on or from Airport premises only to Aircraft expressly identified on its Self-Fueling permit.

2. Self-Fueling of any Aircraft not owned by the Permittee shall constitute violation of the fueling permit and be grounds for immediate suspension and revocation of the permit. Prior to issuance and subsequently upon request by the Airport Director, Permittee shall, as a continuing obligation under its permit, be required to provide evidence of ownership of any Aircraft being fueled.

#### G. Conduct of Fueling Operations.

1. Fueling Personnel shall be appropriately clothed. Garments that generate static electricity such as silk, polyesters, or nylon with wool shall not be worn. Shoes shall not contain taps, hobnails, or other material which could generate sparks on the pavement. No Person shall use any material during Fueling/defueling Operations which could cause a static discharge.

2. Fuel dispensing Vehicles always shall be positioned to have a clear exit path.

3. Fuel dispensing Vehicles shall always yield right of way to all Aircraft and snow removal equipment.

4. Hangared Aircraft, while being fueled/defueled, shall be positioned outside of the Hangars. At no time, and under no circumstances, shall any Aircraft be fueled or defueled while it is inside any Hangar, storage or Maintenance facility.

5. No Aircraft shall be fueled while the engine is running, except that helicopters and fixed-wing Aircraft on authorized and dedicated MEDEVAC, "flight-for-life," disaster relief missions, or bona-fide emergency operations may be fueled while the engine is running provided that the Permittee has developed written safety precautions for such fueling operations and follows the safety precautions for each such fueling operation..

6. No potential sources of Fuel ignition shall be allowed within fifty (50) feet of any Fueling Operation.

7. No electrical switch in an Aircraft shall be operated during fueling/defueling Operations.

8. No passenger(s) will be permitted in any Aircraft during Fueling/defueling Operations; provided, however, that passengers may be aboard if such procedure is a part of an approved policies and procedures manual and exit stairs are in place and a trained attendant is at the exit at all times during the operations.

9. Aircraft and fueling equipment shall be electrically bonded to each other to minimize the possibility of sparks from static electricity while fueling/defueling.

10. Fueling equipment may be parked or positioned on GA Aircraft Ramp, staging or parking areas only when dispensing Fuel into Permittee's Aircraft.

11. The total amount of Fuel transported onto the Airport for Self-Fueling Operations shall not exceed that amount necessary for a single refueling of the Permittee's Aircraft. All Fuel in excess of that amount shall be removed from the Airport immediately after the Fueling Operation is completed. (*§ 10.20.060 repealed reenacted Ord. 028-05*)

#### 10.20.65: REQUIREMENTS OF AND RESTRICTIONS ON AIRCRAFT FUELING OPERATIONS (SELF FUELING)

A. An applicant for Self Fueling Permit shall file with the Airport Director an application on a form provided for that purpose which must be signed by the applicant. The burden shall be on the applicant to provide the Airport Director with a true and complete application and to promptly update the application information as necessary during the term of an Aircraft Fueling Operations Permit or renewal thereof. Information provided in the application will be maintained as confidential, if so requested by the applicant, to the extent permitted by law. Such application form shall include, without limitation, the following:

1. Identification of aircraft to be fueled;
2. Description of fuel storage and dispensing equipment;
3. Evidence of required insurance;
4. Fueling procedures and safety plan;
5. Proof of training as required herein.

B. All Fuel storage, handling, and dispensing equipment shall comply with FAA AC 150/5230-4, as amended.

C. Equipment Requirements. All Self-Fueling systems shall:

1. Be designed and listed for aviation Fuel use;
2. Meet applicable National Fire Protection Association (NFPA) standards, including NFPA 407;
3. Include proper bonding and grounding capability;
4. Include overfill protection and spill containment;
5. Be secured against unauthorized access;
6. Be maintained in safe operating condition at all times.

D. Location and Installation.

1. Storage tanks and mobile fuelers shall be located only in areas approved by the Airport Director and the local fire authority.
2. The Airport Director may restrict above-ground storage or mobile fueler parking locations for safety and operational reasons.

D. Inspections.

1. The Airport Director may inspect Fuel facilities at reasonable times for compliance.
2. Failure to correct deficiencies may result in suspension or revocation of the Self-Fueling Permit.

E. Safety.

All Self-Fueling operations shall comply with FAA AC 150/5230-4 safety practices, including but not limited to:

1. Training: Initial and annual recurrent training in aircraft fueling procedures, including bonding and grounding, fire safety, spill prevention and response, Fuel contamination prevention and emergency procedures.
2. Bonding and Grounding.
  - a. Bonding cables shall be connected prior to removal of the fuel cap.
  - b. Bond shall remain in place until fueling is complete.
3. Fire Safety.
  - a. No smoking or open flame within 50 feet of fueling operations.
  - b. Aircraft engines shall be shut down.
  - c. Fire extinguishers meeting NFPA requirements shall be immediately available.
  - d. Fueling shall not occur during electrical storms in the immediate vicinity.
4. Spill Prevention and Environmental Protection.
  - a. Spill kits shall be available during fueling.
  - b. Any spill shall be immediately contained and reported.
  - c. The permit holder is responsible for all cleanup costs and environmental compliance.

F. Fuel Quality Control.

1. Self-fuelers are responsible for ensuring fuel quality.
2. Fuel shall be filtered and free from water and contaminants prior to dispensing.
3. Records of inspections and filter changes shall be maintained and made available upon request.

G. Self-fueling privileges shall not include:

1. Sale or transfer of fuel to any third party;
2. Fueling of aircraft not owned or exclusively leased by the permit holder;
3. Conducting commercial fueling operations without meeting applicable minimum standards for commercial aeronautical activities.

H. The Airport Sponsor may suspend or revoke a Self-Fueling Permit for:

1. Violation of these Rules;
2. Unsafe fueling practices;
3. Failure to maintain insurance;
4. Failure to pay required fees;
5. Environmental violations.
6. Except in cases involving an immediate threat to safety, the permit holder shall be provided written notice and a reasonable opportunity to cure.

I. The Airport Sponsor reserves the right to amend these requirements to remain consistent with updated FAA Advisory Circulars, federal grant assurances, or applicable safety standards.

#### 10.20.70: FUELING FACILITIES AND EQUIPMENT

A. All Fuel stored on the Airport must be in permanent Fuel storage tanks. The installation of storage tanks shall conform to the current Uniform Fire Code and Environmental Protection Agency (EPA) standards and, in addition:

1. The determination of whether the tanks shall be installed aboveground or underground is reserved to the County in keeping with then-current regulations and practices.
2. The applicant for a Fueling Operations Permit shall be responsible for all applicable land-use and Building permit approvals including, without limitation, those required under the Airport FAA Master Plan and the Pitkin County land use code, as amended.
3. A Permittee shall require any contractor it hires for construction of permanent Improvement to provide performance and payment bonds acceptable to the Airport Director in the full amount of the construction contract naming the Permittee and Pitkin County as joint obligees.

B. Mobile dispensing equipment shall be a minimum capacity of four hundred (400) gallons for each type of Fuel dispensed and, in addition:

1. Jet Fuel and aviation gasolines are prohibited on the same chassis.
2. Approved aviation gasolines of different octanes may be dispensed from separate tanks on one chassis if the Fuel systems are complete and independent of each other. The systems shall include separate loading, plumbing, sumps, pumps, filters, meters, hoses and dispensing nozzles.
3. Mobile refuelers shall have Facilities for bottom loading.

4. Airport Fueling Vehicles shall be maintained and operated to conform to the NFPA Standard Part 407 and shall comply, at all times and in all respects, with the County's published checklist for such equipment.

C. Fuel transport containers shall have a capacity of not less than fifty (50) gallons each, and shall be clearly marked with the type of Fuel to FAA standards.

1. Fuel transport and dispensing tanks/containers must comply with all applicable federal, state and County regulations regarding the transportation and storage of flammable or combustible liquids.

2. Fuel transport and dispensing container(s) shall be mechanically secured in or on the transport Vehicle and shall at all times be clean, leak-free and otherwise well-maintained.

3. Fuel dispensing container(s) shall have a valve mechanism such that water or other contaminants can be drained from the lowest point on the tank, unless equipped with a glass bowl type filter of adequate size approved by the Airport Director. A Fuel uplift standpipe shall be constructed such that approximately five (5) to ten (10) percent of the total capacity of the dispensing tank cannot be delivered through the dispensing system (five (5) to ten (10) percent unusable sump).

4. Portable gas cans are prohibited.

D. All Fuel dispensing equipment shall be subject to the following requirements:

1. Pumps, either hand or power operated, shall be used when Aircraft are fueled. Pouring or gravity flow shall not be permitted. Meters for monitoring and reporting flowage shall be used.

2. All Fuel dispensing equipment must be of a kind that requires manual operation to dispense fuel. Neither the dispensing equipment itself nor the operation of the dispensing equipment shall permit unattended Fueling Operations.

E. All fueling Facilities and equipment shall be maintained in a safe and clean condition equal in appearance and character to other similar airport equipment, Facilities and Improvements.

Upon written notice, a Permittee shall perform any reasonable fueling facility maintenance the Airport Director determines is necessary. If a Permittee fails to undertake such maintenance within ten (10) working days of receipt of written notice, the Airport Director may perform the maintenance and/or suspend the permit. If maintenance is performed by the County, the Permittee shall reimburse the County, via the Airport Director, for the cost of the maintenance performed.

F. Adequate fire extinguishers of an approved type shall be within ready, easy and accessible reach of Persons engaged in the Fueling Operation. There shall be maintained at all times at least one fully charged, approved portable fire extinguisher of not less than "20:B, C" rating.

G. At all times while conducting Fueling Operations, Permittee shall have available for immediate use adequate equipment and materials to clean up small spills including, without

limitation, absorbent materials, brooms, shovels and a container for cleaned-up Fuel. (§ 10.20.070 repealed reenacted Ord. 028-05)

#### 10.20.80: FUEL SPILLS

A. Upon the occurrence of any Fuel spill at the Airport, all fueling at or near the site of the spill must cease until corrective action, as required by the Airport Director, his or her designated representative, or the local fire marshal, is complete. Any Person must immediately report to the Airport Director any Fuel spill that meets or exceeds one of the following criteria: Fuel in excess of five (5) gallons; Fuel spreading on the ground in excess of ten (10) feet in length or diameter; Fuel of any amount entering or approaching a storm drain; or Fuel of any amount entering or approaching a temporary or permanent body of water.

B. If there is any cause to believe the amount spilled may be hazardous to the environment or a fire hazard, the Person conducting operations shall next inform the Aircraft Rescue and Firefighting (ARFF) Department and the Aspen Fire Protection District (AFPD) and thereafter co-operate with ARFF and AFPD in the containment and cleanup of the spill. The Airport Director may, in his or her sole discretion, charge Permittee the actual costs of a Fuel spill response by the ARFF. The AFPD may, at its sole discretion, charge Permittee the actual costs of a Fuel spill response by the AFPD. Such costs may include costs for materials, equipment time and crew time.

C. Persons engaged in Fueling/defueling Operations shall exercise due care to prevent overflow or spillage and will take immediate measures to report and remove or assist in the removal of any volatile liquid when spilled.

D. No Person shall start the engine of any Aircraft when there is Fuel on the ground under or visible from any such Aircraft.

E. After a spill that requires ARFF or AFPD response, the holder of the Fueling Operations Permit associated with the spill is deemed to be immediately suspended until the formal written report described below is filed by the Permittee with the Airport Director.

F. The formal written report to be filed by the Permittee with the Airport Director as soon as possible after the Fuel spill incident shall include:

1. Permittee name;
2. Registration number(s) of Aircraft involved or affected by the spill;
3. Exact time/date and location of spill;
4. Description of spill including type of Fuel spilled and Permittee's representation as to total amount of the spill;
5. Itemized listing of personnel and equipment on scene during the spill and spill response;
6. Representation as to the cause of the spill;
7. Description of all clean-up and remedial actions;

8. Step(s) undertaken to ensure no further reoccurrence of such an incident; and
  9. Any other information determined by the Airport Director to be reasonably necessary or useful in reviewing or evaluating the spill, the cause of the spill and the steps necessary to prevent future similar spills.
- G. The Airport may recover any costs, including costs for materials, equipment or personnel, or damages incurred as a result of any spill (*§ 10.20.080 repealed reenacted Ord. 028-05*)

#### 10.20.90: INSURANCE

A. A Permittee shall, at his or her own expense, purchase, maintain and keep in force during the term of the permit such categories of casualty and liability insurance as are set forth below. The Permittee shall not commence Fueling Operations under a permit unless all the insurance required under the permit has been obtained and such insurance has been approved by the County.

B. The Airport Director reserves the right, in consultation with the Airport's insurance advisors, to establish from time to time in response to each application or renewal application for a Fueling Operations Permit, required indemnity and insurance forms and coverages including, without limitation: types of coverages (including endorsements, conditions and exclusions); limits of liability and deductibles; and the written proof of required coverages. Such requirements shall be commercially-reasonable for the activities to be undertaken by Permittee, non-discriminatory, and consistent with standards and forms then-current in the industry.

C. The minimum coverages and endorsements shall be:

1. Employer's insurance:
  - a. Worker's compensation; and
  - b. Employer's liability.
2. Liability insurance: comprehensive broad form general liability (including endorsements for contractual indemnity, premises, products/completed operations, independent contractors, personal injury and broad form property).
3. Motor Vehicle liability insurance: comprehensive liability (including coverage for owned, hired and non-owned Vehicles).
4. Storage Tank Third-Party Liability and/or similar Environmental Impairment Liability.

D. County shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability policy unless the Certificate of Insurance notes the Umbrella or Excess Liability policy provides coverage on a "Follow-Form" basis.

1. Additional Insured Endorsement: Tenant shall endorse County as an "Additional Insured" on each liability insurance policy required to be maintained by Tenant, except for Worker's Compensation and Business Auto Liability policies. The CG 2011 Additional Insured - Managers or Lessors of Premises or its equivalent, shall be an endorsement to the

Commercial General Liability policy. Other policies, when required, shall provide a standard “Additional Insured” endorsement offered by the insurer. “Additional Insured” endorsements shall provide coverage on a primary basis. “Additional Insured” endorsements shall read “Pitkin County Board of County Commissioners, a Political Subdivision of the State of Colorado, its Officers, Employees and Agents, c/o Pitkin County Airport, 0233 E. Airport Rd., Suite A, Aspen, Colorado 81611”, or as otherwise acceptable to the County.

2. It shall be the responsibility of a Permittee to deliver and maintain a current copy of a complying certificate of insurance with the Airport Director. (*§ 10.20.090 repealed reenacted Ord. 028-05*)

#### 10.20.100: RECORDS AND MONTHLY REPORTS

A. Utility, fuel, fluid use reporting: In addition to reports regarding the delivery of monthly aircraft Fuel flowage, Tenant shall provide monthly reports to the County regarding the Premises:

1. Electricity usage
2. Fuel usage
3. Natural gas usage

B. Each Permittee shall maintain complete and accurate records of all Fuel delivered and dispensed and shall allow the Airport Director or his or her official representative to inspect its records at any reasonable time.

C. Each Permittee shall, monthly, submit to the Airport Director a report of Fuel dispensed, electricity and natural gas usage during the previous month that includes a copy of the original report received from the Permittee’s supplier(s) showing the types, amounts and date(s) of Fuel dispensal.

D. Each Permittee shall keep on file written daily sump check records for inspection. (*§ 10.20.100 repealed reenacted Ord. 028-05*)

#### 10.20.110: PERMIT RENEWAL

An application for renewal of a Fueling Operations Permit must be made at least forty-five (45) days prior to expiration of the existing permit. A new application must be filed for each renewal but new applications may incorporate any previous application(s) to the extent that any such information on previous applications is expressly represented to be unchanged. (*§ 10.20.110 repealed reenacted Ord. 028-05*)

#### 10.20.120: PERMIT SUSPENSION

A. The Airport Director may suspend a Fueling Operations Permit or suspend Fueling Operations authorized by a lease upon evidence that one or more of the following has taken place:

1. The Permittee or Lessee has violated any provision of these regulations or the subject permit;
2. Permittee or Lessee has failed to properly report or respond to a Fuel spill or failed to properly pay charges assessed as a result of a Fuel spill;
3. The Permittee or Lessee has given false or misleading information during the application or renewal process;
4. The Permittee or Lessee has given false or misleading information in the reporting of any information specified in these regulations;
5. The Permittee or Lessee has failed to pay any fees or charges required by these regulations;
6. The Permittee or Lessee has knowingly failed to co-operate, or has impeded or hindered an inspection by the Airport Director or his or her authorized representative to inspect any and all elements of the subject Fueling Operations;
7. The Permittee or Lessee has failed to maintain or to prove then-current required insurance coverages;
8. The Permittee or Lessee has failed to make needed corrections to its Fueling Operations in a timely manner as directed by the Director;
9. Permittee or Lessee has knowingly or persistently failed to comply with reasonable directions of the Airport Director; or
10. Permittee or Lessee has taken any action that causes or is likely to cause a safety risk or hazard.

B. The Airport Director may immediately and summarily suspend any permit or Fueling Operations authorized by a lease (or any unpermitted Fueling Operations) for any violation of any term or condition of a permit or these regulations. Notice of suspension may be given orally by the Airport Director, if followed promptly by written notice served as provided herein. The County may pursue additional or alternative remedies as may be authorized pursuant to a lease with an FBO or S-FBO.

C. A notice of suspension shall contain a statement setting forth the reasons for the suspension and the period of the suspension and notify the Permittee or lessee of his or her right to appeal.

D. Notices hereunder shall be served upon a Permittee, Lessee or unpermitted Person by the Airport Director by certified mail, return receipt requested, or by personal delivery. Such notice shall be effective two (2) Business days following proper mailing or personal delivery. The refusal to accept such notification, if properly made by the Director, will not stay the suspension action.

E. A request for an appeal of a suspension must be made in writing and served on the Airport Director within ten (10) calendar days of the effective date of a written notice of

suspension in the same manner provided for service on Permittee, Lessee or unpermitted Person. A timely request for appeal stays the effect of the suspension unless the Director certifies in a written denial of reinstatement served upon the suspended Permittee or lessee that such a stay would, in his opinion, cause imminent peril to life or property.

F. Upon receipt of a timely request for appeal, the Airport Director shall promptly schedule a hearing before the duly appointed County hearing officer in order to allow the Permittee or lessee to show cause why the permit or lease provisions should not be suspended. The hearing officer's written decision after such a hearing shall be served on the Permittee, Lessee or unpermitted Person as provided herein. (*§ 10.20.120 repealed reenacted Ord. 028-05*)

#### 10.20.130: PERMIT REVOCATION

A. The Airport Director may revoke a Fueling Operations Permit or terminate provisions of a lease authorizing Fueling Operations upon evidence that one or more of the following has taken place:

1. Permittee or lessee has willfully violated any provision of these regulations or the subject permit and such an act or omission has resulted in the creation or maintenance of a safety or environmental hazard;
2. Permittee or lessee has been suspended twice for acts or omissions within a two-year period; or
3. Permittee or lessee has conducted Fueling Operations while under suspension.

B. A notice of revocation shall contain a statement setting forth the reasons for the revocation and the period of the revocation and notify the Permittee or lessee of the right to appeal.

C. Notices hereunder shall be served upon a Permittee, lessee or unpermitted Person by the Airport Director by certified mail, return receipt requested, or by personal delivery. Such notice shall be effective two (2) Business days following proper mailing or personal delivery. The refusal to accept such notification, if properly made by the Director, will not stay the revocation action.

D. A request for an appeal of a revocation must be made in writing and served on the Airport Director within ten (10) calendar days of the effective date of a written notice of revocation in the same manner provided for service on Permittee or lessee. A timely request for appeal stays the effect of the revocation unless the Director certifies in a written denial of reinstatement served upon the suspended Permittee or lessee that such a stay would, in his or her opinion, cause imminent peril to life or property. (*§ 10.20.130 repealed reenacted Ord. 028-05*)

#### 10.20.140: EFFECT OF SUSPENSION/REVOCATION

A. A notice of suspension (as it may be modified by the appeal process) shall specify the period of suspension. If the period of suspension is less than the time remaining on the subject permit or lease, Permittee or lessee may resume Fueling Operations only after an inspection by the Airport Director to determine that the basis of the suspension has been cured and a written certification of reinstatement by the Director. If the period of suspension is equal to or greater than the time remaining on the subject permit or lease, Permittee or lessee may resume Fueling Operations only after a new application process hereunder.

B. The minimum period of a revocation shall be two years, after which a Permittee or lessee is eligible to apply for a new Fueling Operations Permit. (~~§ 10.20.140 repealed reenacted Ord. 028-05~~)

10.21: RESERVED

10.22: RESERVED

10.23: RESERVED

**10.24: USE REGULATIONS FOR AIRCRAFT OPERATORS AND AIRLINES**

SECTIONS:

10.24.10 GENERAL PROVISIONS

10.24.20 REQUIREMENTS TO OCCUPY AND USE AIRLINE ASSIGNED AREAS;  
LETTER OF AUTHORIZATION

10.24.30 DESCRIPTION OF PRIVILEGES, USES, AND RIGHTS

10.24.40 SURETY OR LETTER OF CREDIT

10.24.50 ENVIRONMENTAL QUALITY IMPROVEMENT PLAN (EQIP)

10.24.60 OTHER AIRLINE OBLIGATIONS

10.24.70 SURRENDER

10.24.80 PUBLIC AIRFIELD FACILITIES TO BE PROVIDED

10.24.90 USE OF PUBLIC AIRFIELD FACILITIES

10.24.100 RAMP SERVICES AND USE

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10.24.160 DESTRUCTION OF ASSIGNED AREAS

10.24.170 REPORTS

10.24.180 INDEMNIFICATION

10.24.190 INSURANCE

10.24.200 LAWS AND REGULATIONS

10.24.201 DISCRIMINATION

#### 10.24.10: GENERAL PROVISIONS

A. The provisions of this chapter shall apply to all Airlines operating at the Airport from and after the date of adoption unless (and during the period that) the Airline shall have a lease for the use of the Airport Facilities with the Board of County Commissioners which lease is not subordinate to these rules and regulations. Upon termination of any such lease, the provisions of this chapter shall apply as to any authorized activity on the Airport.

B. Nothing herein shall be construed to exempt any Airline from compliance with any and all provisions of this title. (*§ 10.24.010 repealed reenacted Ord. 028-05*)

#### 10.24.20. REQUIREMENTS TO OCCUPY AND USE AIRLINE ASSIGNED AREAS; LETTER OF AUTHORIZATION

A. Prior to occupying and using space in the Passenger Terminal or otherwise engaging in an Air Transportation Business at the Airport, an Airline shall present satisfactory evidence to the Airport Director that the Airline meets the requirements of the Airport Rules and Regulations, including, without limitation, insurance requirements established by the County for engaging in an Air Transportation Business at the Airport. Upon County's acknowledgment that an Airline meets the requirements of the Airport Rules and Regulations, including the insurance requirements of Section 10.08.20 of the Airport Rules and Regulations, the Airport Director shall issue a Letter of Authorization to conduct an Air Transportation Business at the Airport and occupy and use its Assigned Area in the Passenger Terminal. Once the Airport Director receives an executed Letter of Authorization from an Airline, said Airline shall occupy

its Assigned Area and commence operations. Such Airline Assigned Area occupancy shall be on a month-to-month basis until such occupancy is canceled by the Airline or the County. An Airline's submittal to the County of satisfactory evidence of insurance and executed Letter of Authorization shall be deemed to constitute acceptance by Airline of all terms and conditions of the Letter or Authorization and the Airport Rules and Regulations.

B. Any permission granted by the County, directly or indirectly, expressly or by implication, to any Airline to enter upon or use the Airport or any part thereof is conditioned upon compliance with the Airport Rules and Regulations; and entry upon or into the Airport by any Airline shall be deemed to constitute an agreement by said Airline to comply with such Airport Rules and Regulations.

C. A Letter of Authorization will be automatically renewed each month provided an Airline is in compliance with the provisions of the Airport Rules and Regulations and any applicable lease agreements or permits. In the event an Airline violates any of the provisions of the Letter or Authorization or the Airport Rules and Regulations, the Airport Director may terminate the Letter of Authorization at the end of the current month by providing no less than fifteen (15) days' notice to the Airline of non-renewal. An Airline may terminate a Letter of Authorization by providing notice to the Airport Director no less than fifteen (15) days prior to the end of the current month. If not terminated, a Letter of Authorization will automatically be renewed on its monthly anniversary date. The Airline's rights and privileges to use the Airline Assigned Area, the services, and facilities of the Airport shall cease upon cancellation of the Letter of Authorization.

#### 10.24.30. DESCRIPTION OF PRIVILEGES, USES, AND RIGHTS

A. An Airline shall use and occupy the Assigned Area assigned to it through a Letter of Authorization solely for the purpose of providing scheduled Air Carrier service, pursuant to 14 CFR Parts 121 or 135 and as otherwise provided herein, including: the sale of air transportation, the processing of passengers and their baggage, the handling of baggage, cargo and mail, the fueling and servicing of Aircraft and Aircraft support equipment, the maintenance of Aircraft and Aircraft support equipment, the storage of Aircraft, the storage of baggage, the storage of supplies and spare parts necessary to support these Airline services, the office administration required to support these Airline services, the temporary storage of spent supplies and spare parts for disposal, and such other activities and functions that are necessarily incidental to a similar airport-based Air Carrier operation.

B. Any use of an Assigned Area or activity conducted or allowed thereon or therefrom by Airline not specifically required or permitted herein shall be and hereby is prohibited, except as by separate prior written permission from the County.

C. Nothing contained herein, or elsewhere in the Airport Rules and Regulations shall be deemed or construed to grant to Airline the Exclusive Right to conduct an Aeronautical Activity

at the Airport or to constitute an exclusive Aeronautical Activity in violation of 49 U.S.C. Section 40103(e) or 49 U.S.C. Section 40107(a)(4).

D. If after the effective date of an Airline's Letter of Authorization, one or more Air Carriers propose to initiate or expand service at the Airport, including Air Carriers for which Airline provides (or within the past three months has provided) ground handling services at the Airport, and all Air Carrier counter, office and/or ops/cargo space in the Passenger Terminal is then assigned to Airline and/or other airline tenants, whether on an exclusive basis or otherwise, or the new operations of the Air Carrier initiating or expanding service cannot otherwise be accommodated at the Airport, the County may call a conference for the purpose of discussing and determining methods of making the Passenger Terminal accessible to the initiating Air Carrier. In such event, Airline agrees to attend and negotiate in good faith to accomplish the provision of such access, including permitting requesting Airline to utilize Airline's Assigned Area for the time period necessary to permit passenger loading and unloading operations in conjunction with the scheduled operations of such requesting airline at times when the use of such facilities shall not interfere with Airline's planned operations. If no other accommodations can be made, a possible reduction in space assigned to Airline, on terms reasonably equitable to all Air Carriers, including the Airlines, but taking into consideration factors including, but not necessarily limited to, reductions in Airline Staff head count, flight frequency, passenger traffic, and size of Aircraft. If agreement is not reached through such negotiation, then the County shall be entitled to reduce space assigned to any Airline under its Letter of Authorization, with appropriate reduction in rentals, on terms reasonably equitable to all Air Carriers, including the impacted Airline, but taking into consideration factors including, but not necessarily limited to, reductions in Airline staff head count, flight frequency, passenger traffic, and size of Aircraft.

E. For its Letter of Authorization, each Air Carrier shall conduct a scheduled, certificated, operation in the public interest, pursuant to 14 CFR Part 121 or Part 135 and other applicable FAA and U.S. Department of Transportation rules, regulations, and certificates.

#### 10.24.40. SURETY OR LETTER OF CREDIT

A. The Airlines shall obtain and maintain in force for the term of their Letter of Authorization, an Irrevocable Letter of Credit (or a cash security deposit or other security instrument acceptable to the County) (the "Security" hereinafter) from a surety licensed to do business in Colorado, in such forms and amounts as are acceptable to the County, in its sole discretion, in the amount estimated by the County to be not less than 90 days' obligations hereunder, to secure performance of all of Airline's obligations hereunder including, without limitation, its obligation to pay all rent, fees and charges.

B. These requirements for Security may be waived or reduced in writing by the County, in its sole discretion, for an Airline with a satisfactory payment or performance history for at least

three (3) years. However, if the County issues a Notice of Non-Compliance or Notice of Default involving one or more failures to timely pay any rent or charges hereunder, it may, as part of that Notice, and as a material element of this Agreement, require such a Security to be delivered promptly as part of any cure of such Notice.

C. It is expressly agreed that instruments or amounts received under this Section 10.24.40 (the Security) are not an advance payment of rental or a measure of County's damages in case of default by Airline. County shall have the right to commingle any cash amounts received hereunder with its other funds.

D. If any of the rent, fees and charges hereunder shall be overdue and unpaid, then County may, at its option, and simultaneously upon Notice to Airline, appropriate and apply any portion of the Security to the payment of any such overdue amount. In the event of the failure of Airline to keep and perform any of the conditions of the Airport Rules and Regulations, then County may, at its option and upon Notice to Airline (and its surety, if applicable), appropriate and apply the Security or so much thereof as may be necessary, to compensate County for advances, expenses, loss or damage sustained or suffered by County, due to such breach on the part of Airline.

E. Should the Security or any portion thereof be appropriated and applied by County for the payment of overdue rental or other sums due and payable by Airline hereunder, or for a breach on the part of Airline, the Airline shall, within five days after the written demand of County, forthwith remit to County a reinstatement of the Surety or Letter of Credit the Security to the original sum deposited or required.

F. In the event of any delinquent rent, fees and charges hereunder, and to the extent thereof, including late charges and interest, the County shall be entitled to a lien for such amounts on Airline's FFEI in use at or located on the Airport.

#### 10.24.50. ENVIRONMENTAL QUALITY IMPROVEMENT PLAN (EQIP)

A. The Airlines shall strictly comply with all applicable environmental statutes, rules and regulations and that preferences should be given, in all County Procurement Actions, administration of Agreements and determinations on renewals, to Tenants that consistently demonstrate awareness of environmental issues that arise during the term of any Tenant's occupancy and a proactive stance in dealing with such issues.

B. Promptly after the execution of a Letter of Authorization, an Airline shall produce, for review and approval by the County, which approval will not be unnecessarily withheld, a proposed EQIP for its occupancy of the Assigned Area and operations therefrom and then, upon approval by the County, to implement the same, which EQIP will include, without limitation, planning, management and operational policies and practices involving Airline itself and its employees, and contractors, to reduce or eliminate environmental degradation in the areas of air pollution, water pollution, noise pollution, solid waste management and fuel and energy conservation.

With respect to the Letter of Authorizations for the operating Airlines, the EQIP shall have the following elements, consistent with federal law, the County's statutory and contractual obligations to the FAA, and the Airport Rules and Regulations:

1. Air Pollution. An LLP shall take the following steps to reduce particulates and emissions (including, without limitation, CO, CO<sup>2</sup> CFCs and PM-10)
  - a. None at this time.
2. Water Pollution and Conservation. Airline shall take the following steps to reduce actual or possible water pollution and to conserve water usage:
  - a. Comply with the Airport's adopted drainage and Storm Water Management Plan
  - b. Identify and comply with Fuel spill procedures as required by applicable law
3. Noise Pollution. LLP shall take the following steps to reduce the impact of noise on the Airport and the surrounding residential and commercial communities:
  - a. Aircraft noise abatement procedures, as provided in Section 10.08.70
  - b. Allowed hours of operation, as provided in Section 10.12.50
4. Solid Waste Management. LLP shall take the following steps to reduce the present and possible future impacts of solid wastes:
  - a. Recycling
    - i. Avoidance of purchases with excessive packaging
    - ii. Re-use of materials whenever possible
    - iii. Purchase of recyclable material
    - iv. Recycling of all recyclable materials
  - b. Handling, storage and disposal of hazardous materials
5. Fuel and Energy Conservation. LLP shall take the following steps to conserve fuel and energy in its operations:
  - a. Reduction in Aircraft and Motor Vehicle [TLG1] traffic congestion
  - b. Avoidance of excessive consumption of fuel
  - c. Avoid and limit engine idling
  - d. Avoidance of fuel transfer and storage loss
  - e. Limitation on Aircraft idling, as provided in Section 10.08.70

The County acknowledges that the above-listed elements are organized as a matter of convenience and that a number of operational practices have impacts in multiple elements, e.g., a decrease in Motor Vehicle traffic congestion could decrease air pollution, the risk of water pollution, the risk of handling hazardous materials and the excessive use of fuel. LLPs should also become familiar with implemented and updated County programs to reduce environmental impacts and implement such recommendations whenever possible.

#### 10.24.60. OTHER AIRLINE OBLIGATIONS

A. In addition to requirements imposed on the Airlines by the FAA, Airlines shall cooperate with the County and other users of the Airport to meet at the request of the County and discuss in good faith Airport operational issues (including, especially, those involving Aircraft noise,

Airport environmental considerations, Airport and airspace access and Aircraft ground traffic congestion) and to offer and/or consider solutions or mitigation techniques.

B. In the event that an FAA or TSA enforcement action is commenced against the County concerning the acts or omissions of an Airline, including its officers, employees, representatives, contractors and invitees, the Airline will be notified of such proceedings and provided an opportunity to participate therein. In the event that the County is assessed a fine or penalty by the FAA or TSA for breach of security regulations as a result of the acts or omissions of an Airline or any of its assigns, officers, agents, representatives, contractors or invitees, the Airline shall promptly reimburse County the full amount of any such fine or penalty.

C. Each Airline, at its expense and at all times, shall clean and/or keep and maintain its Exclusive Use and Preferential Use Passenger Terminal Premises and all fixtures and equipment thereon in good order, condition, and repair, all as set forth in its Letter of Authorization. Airlines shall not cause or permit, by act or omission, any unkempt or disorderly condition upon or damage to other areas of the Passenger Terminal interior, exterior, AOA or groundside.

D. In connection with its occupancy and use of the Assigned Area, Airlines shall not cause or permit any liens or claims against Airport property to be filed, recorded, maintained, foreclosed upon or otherwise enforced and does hereby expressly indemnify the County against any liabilities, costs or fees, including reasonable attorney's fees, relating thereto.

E. Airline will not engage or agree to engage in any unlawful restraint of trade or unlawful anti-competitive practices.

#### 10.24.70. SURRENDER

A. Upon the expiration or termination of its Letter of Authorization, an Airline shall peaceably surrender, deliver to the County and leave the Assigned Area. The Airline shall further waive any rights to statutory process concerning notice and eviction, agree to remove all trade fixtures, personal property, equipment or improvements (removable by prior written agreement with the County) from the Assigned Area, subject to the County's lien for delinquent fees and charges and Airline's obligation to repair the Assigned Area, and agree to leave the Assigned Areas in an undamaged, trash-free, broom-clean condition.

B. Any property of the Airline or of anyone claiming under, by, or through Airline, which is left on the Airport more than fifteen (15) days after expiration of its Letter of Authorization of possessory rights shall, after notice of removal thereof by the County, be conclusively deemed abandoned, and the County may keep, use, remove, store, sell, destroy, discard, or otherwise deal with it in the County's absolute discretion without liability of any sort to Airline or anyone claiming under, by or through Airline.

#### 10.24.80: PUBLIC AIRFIELD FACILITIES TO BE PROVIDED

A. The County will provide, and maintain in good condition and repair, at the Airport, in accordance with good airport maintenance practices, and make available for use by all Airlines and other Aircraft operators, the Public Airfield Facilities, and any additions or Improvements thereto. The County shall remove snow and ice from the Public Airfield Facilities as close to the Passenger Terminal as practicable, except as expressly provided in Section 10.24.130 of these regulations.

B. The County may from time to time increase the size or capacity of any such Public Airfield Facilities or make alterations thereto or reconstruct or relocate them or modify the design and type of construction thereof or close them, or any portion or portions of them, either temporarily or permanently, and the County will attempt to keep at a minimum any disruption or inconvenience that such projects may cause. (*§ 10.24.020 repealed reenacted Ord. 028-05*)

#### 10.24.90: USE OF PUBLIC AIRFIELD FACILITIES

A. Airlines and other Aircraft operators shall be entitled to use the Public Airfield Facilities for the following purposes:

1. Runways, for the purpose of the landing and taking off of Aircraft;
2. Taxiways, for the purpose of the ground movement of Aircraft;
3. Public passenger Ramps and Apron areas, for the purpose of unloading and loading passengers, baggage, freight, mail, supplies and cargo to and from Aircraft, together with the right to use designated portions of the Terminal Building Aircraft Apron for delivery and pick-up of freight, cargo, and mail by ground Vehicles or other means and the right to use designated portions of the Terminal Building Aircraft Apron for operation and reasonable Parking for them and their contracted Vehicles servicing Aircraft, and for the purpose of performing such Fueling and other Apron services; all of which rights to Terminal Building Aircraft Apron are more extensively defined in Section 10.24.100;
4. Training operations of Airlines; and
5. Any other use normally incident to the foregoing.

B. The use of the Public Airfield Facilities by the Airlines may be in common with other public users, upon compliance with the reasonable and nondiscriminatory terms and conditions (including the payment of rates, fees and charges) upon which they are made available for such use, and in conformity with the reasonable rules and regulations prescribed by, or which may be prescribed by, the County with respect to the uses thereof including, but not by way of limitation, rules, regulations and directives relating to safety and security of the Public Airfield Facilities. (*§ 10.24.030 repealed reenacted Ord. 028-05*)

#### 10.24.100: RAMP SERVICES AND USE

A. The Airlines shall have the use of only those Terminal Building Aircraft Apron spaces designated by the Airport Director for their use. No services will be permitted by the Airlines to Aircraft occupying such loading or unloading positions other than those services (herein called "Apron Services") incidental to the immediate preparation of Aircraft for scheduled departure, such services to include, among others, fueling, inspection, interior cleaning, a non-routine adjustment of equipment of an emergency nature or in order to insure the safe departure of the Aircraft, unless otherwise authorized by the Airport Director or by the County.

B. The Airlines shall have the right to perform their own Apron Services, but if desirous of having such service performed by a contractor, they shall employ a regular Apron contractor, by which is meant a Person or Entity authorized by the County to perform specific Apron Services for turnaround services at the Airport, including, but not by way of limitation, another Airline authorized to use the Public Airfield Facilities in accordance with the terms hereof, an FBO or S-FBO permitted to do such Business in accordance with the terms of agreement of such Person or Entity with the County, or any other contractor or supplier of such services, provided they supply or perform the services by agreement with the County, which agreements may provide for payment of fees and charges and the abiding by reasonable rules, regulations, and directives of the County and Airport Director as a condition of the agreements. Nothing in the foregoing paragraph shall be construed to prohibit the Airline from engaging temporary emergency Maintenance services for the emergency repair of Aircraft.

C. Further, it is understood and agreed by the Airlines that the parking and storage of an Airline's or its contractor's ground Vehicles on the Terminal Building Aircraft Apron, shall be designated by the Airport Director. All such equipment so parked and/or stored shall be in a workmanlike manner and the area designated for storage shall at all times be kept in clear and orderly condition. No Vehicles shall be parked as "dead storage" on the Ramp area. Overnight Parking of the Airline's Aircraft shall be allowed on its Terminal Building Aircraft Apron space(s) only.

D. Drivers and Vehicles delivering or picking up freight, cargo, or mail at the freight area of the Passenger Terminal shall be positively directed and controlled by a designated employee or employees of an Airline or an employee or employees of another Airline or other tenant operating on the Terminal Building Aircraft Apron, and it shall be the responsibility of the Airline when its employee or employees are so directing such Driver and Vehicle to do so in accordance with the Airport Rules and Regulations of the County and directives of the Airport Director. (*§ 10.24.040 repealed reenacted Ord. 028-05*)

#### 10.24.110: USE IN WARTIME OR NATIONAL EMERGENCY

During the time of war or national emergency, the County shall have the right to enter into agreement(s) with the United States Government for military use of part or all of the Public Airfield Facilities, the publicly owned air navigation Facilities, and other areas or Facilities of the Airport, and if any such agreement becomes effective, the Airlines' use and occupancy of

the Airport, insofar as they are inconsistent with the provisions of such agreement(s) with the government, shall be subordinated to those agreement(s). (*§ 10.24.050 repealed reenacted Ord. 028-05*)

#### 10.24.120: LETTING OF EXCLUSIVE AND NONEXCLUSIVE PASSENGER TERMINAL PREMISES

A. The Airlines shall have the right to use any space or spaces designated for their use by the Airport Director through a Letter of Authorization.

B. The Airlines are granted the use of the space(s) so designated for the purposes normally associated with an Air Carrier's use of the space, except that in no event shall the same be construed to permit occupation thereof as a car rental or leasing agency, for hotel or lodge reservations (including telephone "hot lines" therefor) or for Commercial Ground Transportation Operator services; provided, however, that the foregoing shall not be construed to prohibit the use of the space for ground transportation services contracted for by the Airline to transport its passengers and/or freight by ground transportation in lieu of scheduled flights necessitated by the temporary closure of the Airport by bad weather. The rights of the Airlines under this section shall also include the right of them to carry air freight into and out of the Airport and to make surface pickup and delivery of such freight. The Airport Director may, at his or her election, offer substitute transportation by Motor Vehicle to the Airlines' interstate passengers (only) under emergency conditions. Emergency conditions for purposes of this subsection shall include equipment failure, adverse weather conditions, or other causes beyond the control of the Airlines resulting in the Airlines' inability to provide air transportation. The Airport Director, in his or her sole discretion, shall determine when an emergency condition exists. The Airport Director may act as agent for the Airlines and may impose and collect a reasonable charge for such transportation, to be paid over to the County or its agent, for providing such substitute service.

C. Airlines may occupy the spaces designated as common areas for the purposes normally associated with an Air Carrier's use of the space.

D. The Airlines may, for themselves, their employees, agents and invitees, use the Public Spaces within the common areas of the Passenger Terminal such as restrooms, drinking fountains and the like; provided, however, that there shall be no lounging of the Airlines' employees in such areas. The Public Space shall meet the standards of the State of Colorado Industrial Commission, COSHA and OSHA regarding the occupancy of the Passenger Terminal by the Airlines' employees. Items required by such legislation or regulatory agencies may be situated in any area.

E. If the Airport Director determines, on occasion, that safety of the public requires or, due to the lateness of the hour or for other reasonable causes, convenience requires use of a remote passenger boarding space or area, such space or area shall be considered as added

on to the passenger boarding space of the Airline on a temporary basis. (~~§ 10.24.060 repealed reenacted Ord. 028-05~~)

#### 10.24.130: UTILITIES, MAINTENANCE AND CUSTODIAL SERVICES

A. In consideration of the rents paid, the County will provide heating and cooling at its expense within the inside areas occupied by the Airlines. The Airlines shall provide electricity, water, trash removal and other utility services desired by it at its own expense. The Airlines shall also provide snow removal to within three feet outside of any space designated for use by the Airlines and further shall cooperate fully with the County in its removal of snow and ice pursuant to Section 10.24.80.

B. The Airlines shall attend, by authorized representatives, any snow removal meeting called and conducted by the County prior to, during, or after the winter season. The Airlines shall move or relocate Aircraft and vehicles, at the direction of the Airport Director, to assist County's snow removal obligations. The Airlines shall further, at the Airlines' expense, be responsible for the removal of snow from other portions of the Passenger Terminal that cannot readily be serviced by the County's snowplowing equipment.

C. The County shall provide, at its expense, structural maintenance to the Passenger Terminal, including the repair of damages to the Assigned Areas not resulting from abuses of the Airlines or their Permittees' negligence or abuse.

D. The County further will provide on a daily basis routine custodial care of the common areas (janitorial services to the satisfaction of the Airport Director for the space assigned to the Airlines being the responsibility of the Airlines) including, when appropriate, but not by way of limitation, sweeping, mopping, dusting, vacuuming and trash collection and, as may be required from time to time, waxing and washing. The County shall, as may in the discretion of the Airport Director be required, undertake from time to time the painting and refinishing of walls and other structural parts of the premises (exclusive and nonexclusive). (~~§ 10.24.070 repealed reenacted Ord. 028-05~~)

#### 10.24.140: SIGNS

No Airline shall paint or erect in any manner any sign or advertising displays without the prior written approval of the Airport Director. All signs identifying the Airlines shall conform to reasonable standards established by the Airport Director with respect to their type, size, design, color, condition and location. (~~§ 10.24.080 repealed reenacted Ord. 028-05~~)

#### 10.24.150: VENDING MACHINES

No amusement or vending machines or other machines operated by coins or tokens shall be installed or maintained by the Airlines without prior written permission of the Airport Director (~~§ 10.24.090 repealed reenacted Ord. 028-05~~)

#### 10.24.160: DESTRUCTION OF ASSIGNED AREAS

If by reason of any cause (other than that of the Airlines) the Airlines' spaces are damaged to such an extent that such Assigned Areas are unusable in whole or in substantial part, then:

A. The County will make all reasonable efforts to provide substitute Facilities, and such substitute Facilities will be made available to the Airlines in accordance with the schedule of rentals, fees and charges for the use of the Airport established and modified from time to time by the County;

B. If the repairs and rebuilding necessary to restore such Assigned Areas to the condition existing prior to the occurrence of the damage are, in the reasonable judgment of the County, justified in the light of existing or contemplated construction programs and can be completed within ninety (90) days from the date on which the damage occurred, the County shall so notify the Airline or Airlines in writing and shall proceed with such repairs and rebuilding programs, or if they cannot, in the reasonable judgment of the County, be completed within ninety (90) days, the County, at its option, to be evidenced by notice in writing to the Airline or Airlines, may either: (1) proceed promptly with the repairs and rebuilding, in which event the rental shall be abated as aforesaid; or (2) terminate the use and occupancy of the Assigned Areas by the Airline or Airlines;

C. If the Airlines, their employees, agents, invitees or licensees shall cause any damage to or destruction of any Building or County property, the Airlines shall so notify the Airport Director immediately and make immediate arrangements for restoration of the damage at the Airlines' expense. The Airlines' rent shall not be abated during repairs or rebuilding under this subsection. (*§ 10.24.100 repealed reenacted Ord. 028-05*)

#### 10.24.170: REPORTS

The Airlines shall, on or before the tenth day of each and every month, submit to the County by delivering to the office of the Airport Director, the following records of the preceding month's activities:

A. Aircraft landing reports listing by such date the number and type of Aircraft landed by the Airlines at the Airport, showing the total of each such Aircraft for the preceding month;

B. Enplaned passenger report showing the monthly total of revenue and non-revenue passengers boarding and de-boarding the Airlines' Aircraft at the Airport for the preceding month;

C. All necessary statistics relating to gross maximum allowable landing weights for the preceding month as necessary for the calculation of landing fees.

D. Upon the request of the County, true and correct copies of any reports submitted by Airline to federal or State agencies or officials concerning Airline's operations at the Airport.

E. To the maximum extent required by applicable law or regulation, PFC reports, including the total PFC revenue collected, the total amount of PFC revenue refunded to passengers and the amount of collected revenue withheld by the collecting carrier for reimbursement of expenses in accordance with 14 CFR 158.53.

These reports shall be signed as correct by responsible employees of the Airlines. The reports shall be on a form provided by or approved by the County and the County reserves the right within reason to ask for such further information or clarification of any matter contained thereon and the Airlines shall provide such information. (~~§ 10.24.110 repealed reenacted Ord. 028-05~~)

#### 10.24.180: INDEMNIFICATION

A. The Airlines, and their Affiliated Airlines, shall release, discharge, indemnify and hold harmless the County, its officers, agents and employees, from and against any and all losses resulting from any and all claims arising out of or in connection with any act, error, or omission by and Airline or Affiliated Airline, including, without limitation, claims or losses resulting from, arising out of, or in connection with any release, spill, discharge, leak, disturbance, or disposal of Hazardous Materials in, at, under, or mitigating from the Assigned Area due to an Airline's use or occupation of or activities on the Airport; provided, however, that such indemnity or release shall not be construed as an indemnity or release for loss arising from the negligence or willfully wrongful acts of County.

B. For purposes of this section: "claim" shall mean any legal claim, notice of claim, demand, lien, lawsuit or other legal proceeding to cause or establish legal or financial liability; and "loss" shall mean any damages, penalty, judgment, expenses, costs (including costs of investigation and defense), fees (including reasonable attorney and expert witness fees) or compensation in any form or kind whatsoever, in connection with any claim for economic loss or personal injury, including without limitation property damage, bodily injury or death or injunctive relief.

C. Further, Airlines, and their Affiliated Airlines, shall investigate, process, respond to, adjust, provide defense for and defend, pay or settle all claims, demands, or lawsuits related to its acts, errors and omissions hereunder at its sole expense and shall bear all other costs and expenses, related thereto, even if the claim, demand or lawsuit is groundless, false or fraudulent. (~~§ 10.24.120 repealed reenacted Ord. 028-05~~)

#### 10.24.190: INSURANCE

A. The Airlines, and their Affiliated Airlines, shall at all times maintain in force such bodily injury and property damage insurance as may be required as a condition of any operating certificates that they are required to have for their operations and shall, if not otherwise required, maintain bodily injury and property damage insurance covering all of the operations and activities at or upon the Airport, but with limits of not less than the limits enumerated in

the document entitled “Minimum Insurance Requirements” as published by the County Risk Manager, and as the same may be modified from time to time by the BOCC. The Airlines shall maintain in force adequate workmen’s compensation insurance for all of its employees at the Airport. All policies of insurance so maintained, except workmen’s compensation insurance, shall name the County as a co-insured thereunder. The County shall maintain, at its expense, fire and extended coverage insurance upon the air terminal.

B. To provide evidence of the required insurance coverages, copies of Certificates of Insurance, in a form acceptable to the County, shall be filed with the County (through the Airport Director) no later than ten (10) calendar days prior to commencement of operations at, to or from the Airport, and within 30 days upon renewal of any policy. Failure to file or maintain acceptable Certificates of Insurance with the County is agreed to be a material breach of a Letter of Authorization, lease, license, or permit and grounds for termination thereof.

C. These Certificates of Insurance shall contain a provision that coverage afforded under the policies will not be canceled or adversely materially altered unless at least thirty (30) calendar days, except ten (10) calendar days as respects non-payment of premium, prior written notice is provided to the Airport Director.

D. The policies of insurance described above shall be on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by the County and include a Waiver of Subrogation Clause and Separation of Insureds Clause (Cross Liability). (§ 10.24.130 repealed reenacted Ord. 028-05)

#### 10.24.200: LAWS AND REGULATIONS

A. The Airlines shall cause their officers, employees, and any other Persons over whom they have control to obey and comply with all existing and future laws, and all lawful directives, conditions of certificates, and rules and regulations adopted, promulgated, or ordered by the United States Government or any of its agencies, state of Colorado, or any of its agencies or political subdivisions including, but not by way of limitation, these Airport Rules and Regulations, all as may affect the Airlines and the operations and activities in and at the Airport.

B. All gates and doors leading to the AOA areas will be either locked or controlled at all times and no unauthorized personnel or Vehicles will be permitted on the AOA.

C. All air freight customers will be escorted on the AOA by Airline personnel. (The method of detecting unauthorized personnel within the Airlines’ AOA shall be by personal recognition and/or a security pass inspection.)

D. Should any violation, attempted violation or emergency occur, the Airport management or the designated Airport security officer shall be notified immediately. The method of notification shall be verbal, followed up with a written report. In the event that the Airport

management or Airport security officer is not available, the County Sheriff's Department shall be notified.

E. The Airlines shall be responsible for and pay any and all fines imposed by the FAA and/or TSA as a result of security violations with the Airlines' use areas (Passenger Terminal or Terminal Building Aircraft Apron or AOA) without regard as to whether or not committed by the Airlines' employees, agents or invitees. This includes, but is not limited to, open or unlocked gates or doors, unauthorized personnel, unauthorized and/or unescorted Vehicles.

F. The Airlines shall fully comply, in the general operation of its business, with all applicable standards and compliance dates issued under or stated in the Americans with Disabilities Act ("ADA") and the Air Carrier Access Act and implementing regulations. The Airlines shall be responsible for structural compliance standards for improvements, as defined under ADA Title III, made by the Airlines only within its Exclusive Use Passenger Terminal Premises.

***(§ 10.24.140 repealed reenacted Ord. 028-05)***

#### 10.24.210: DISCRIMINATION

A. As a condition for the use and occupancy of the premises: (1) no Person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (2) the Airlines shall use Airport property and Facilities in compliance with all other requirements imposed by or pursuant to 14 CFR Part 21, and as said regulations may be amended from time to time.

B. The Airlines shall undertake such programs as required by 14 CFR Part 152, Subpart E, 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, and as said regulations may be amended from time to time. 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 chapter. The Airlines shall require that their covered Affiliated Airline(s) and sub-organizations provide assurances to the County that they similarly will undertake such programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

C. The Airlines shall comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices and shall comply with such enforcement procedures as any governmental authority might demand that the County take for the purpose of complying with any such laws and regulations. ***(§ 10.24.150 repealed reenacted Ord. 028-05)***

10.25: RESERVED

10.26: RESERVED

10.27: RESERVED

## **10.28: VEHICLES AND TRAFFIC AT AIRPORT**

### SECTIONS:

- 10.28.10 COMPLIANCE WITH STATE LAW
- 10.28.20 SPEED LIMITS AT THE AIRPORT
- 10.28.30 VEHICLE OPERATION ON RAMP, RUNWAY, TAXIWAY AND HANGAR AREAS
- 10.28.40 VEHICLE AND DRIVING REGULATIONS ON THE AOA
- 10.28.50 EQUIPMENT REQUIREMENTS AND RESTRICTIONS
- 10.28.60 RIGHT-OF-WAY IN THE AIRCRAFT OPERATIONS AREA
- 10.28.70 PARKING ON AIRPORT PROPERTY
- 10.28.80 ABANDONED VEHICLES
- 10.28.90 EMERGENCY EQUIPMENT AT THE AIRPORT
- 10.28.100 COMMERCIAL GROUND TRANSPORTATION OPERATORS—LOADING AND UNLOADING OF PASSENGERS
- 10.28.110 REGULATION OF COMMERCIAL VEHICLES AT THE AIRPORT
- 10.28.120 FUEL STORAGE AREAS
- 10.28.130 MISCELLANEOUS TRAFFIC RULES AND REGULATIONS

### 10.28.10: COMPLIANCE WITH STATE LAW

Any Person who operates, drives, or is in full physical control of any Vehicle on Airport property, including, but not limited to, Motor Vehicles, Motorcycles and Bicycles (“Operator” for the purposes of this section 10.28), and any pedestrian on Airport property must comply with these Airport Rules and Regulations, Pitkin County Code, and all other applicable State and County laws relating to the operation of a Vehicle on streets and public highways including but not limited to all requirements of Title 42 of the Colorado Revised Statutes, Articles 2 and 4, relating to drivers’ licenses and the regulation of vehicles and traffic. (*§ 10.28.010 repealed reenacted Ord. 028-05*)

#### 10.28.20: SPEED LIMITS AT THE AIRPORT

A. All vehicles operated on Airport roadways must at all times comply with any lawful order, signals, or direction by authorized County personnel. When traffic is controlled by signs or by mechanical or electrical signals, such signs or signals shall be obeyed unless directed otherwise by a LEO or other authorized County personnel.

B. In the absence of a posted maximum allowable speed limit in any area of the Airport, the limit shall be fifteen (15) miles per hour.

C. No Person shall drive or operate any Vehicle near Aircraft in excess of ten (10) miles per hour, nor around hangars and Buildings in excess of twenty (20) miles per hour, nor on the Ramps in excess of twenty-five (25) miles per hour. (*§ 10.28.020 repealed reenacted Ord. 028-05*)

#### 10.28.30: VEHICLE OPERATION ON APRON, RUNWAY, TAXIWAY AND HANGAR AREAS

A. No Vehicle shall be driven or operated around the Hangars except official County Vehicles or Vehicles of Tenants of those Hangars being used on company Business, and Vehicles of customers or suppliers of Tenants of those Hangars, necessitating entry thereto with identification allowing such entry, or permission of the Airport Director, or his or her authorized representative. Any such person operating a Vehicle on the Airfield shall have successfully completed County Airport Driver Training, and be in possession of a current Airport security badge containing a driving endorsement for the area in which the Vehicle is being operated.

B. No Person shall drive any Vehicle between the Passenger Terminal and Parked Aircraft on the Terminal Building Aircraft Apron except for Airport Vehicles engaged in necessary maintenance functions (e.g. snow removal) or Air Carrier operations Terminal Apron Service Vehicles or Authorized Emergency Vehicles.

C. No Person shall drive any service Vehicle on the AOA unless such Vehicle is equipped with resistor-type spark plugs or other satisfactory device or design to eliminate radio interference from ignition noise.

D. No Person shall drive any Vehicle on or across a Runway or Taxiway unless authorized to do so by the airport FAA Air Traffic Control Tower, or if the same is closed, the Airport Director.

E. No Person shall stop or park a Vehicle upon any Runway or Taxiway unless he or she is in direct radio communication with the Airport's FAA Air Traffic Control Tower and has received specific clearance from the ATCT to stop or park.

F. No Person shall operate any Motor Vehicle upon any Taxiway or Runway unless such Vehicle has attached thereto a flashing amber beacon or an orange and white flag approved

by the Airport Director, or his or her authorized representative, except fire, LEOs and authorized Airport Vehicles. This prohibition shall not apply to the operation of Motor Vehicles upon the Apron area, provided however that Motor Vehicles without a beacon or approved flag may traverse the Apron area between one-half hour past sunset and 0700 hours local time only if they are closely escorted by a Motor Vehicle equipped with a beacon or approved flag. (§ 10.28.030 repealed reenacted Ord. 028-05)

#### 10.28.40: VEHICLE AND DRIVING REGULATIONS ON THE AOA

A. The Airport Certification Manual and Airport Security Plan shall govern the manner in which Vehicles may be driven on the AOA.

B. No Person or Vehicle shall be permitted on the AOA unless prior permission has been granted in writing by the Airport Director.

C. Any Person directly or indirectly responsible for actions which result in violation of the Airport Security Plan adopted pursuant to 49 CFR 1542, and/or 14 CFR Part 139, for which TSA or FAA fines the County, shall reimburse the County the amount of the civil penalty.

D. Motor Vehicle owners may operate within the AOA only if the owner carries a minimum liability insurance coverage as determined by the County. The Motor Vehicle owner will be required to furnish the County verification from the insurance carrier that the Motor Vehicle is insured when being operated within the AOA.

E. No person shall bring or operate any Vehicle or motorized equipment within the AOA unless such person has first complied with all insurance provisions and requirements of the County, as well as the Airport Driver Training Program and the Airport's Security Plan. The operator of the Vehicle shall be in possession and display a security badge with applicable driving endorsement for the area in which they are operating. Any person in violation of any of the procedures for the safe and orderly access to, and operation of, a Vehicle within the AOA shall be subject to disciplinary actions, including removal from the Airport or termination of any Agreement as may be deemed appropriate by the County.

F. Except for Vehicles operated by County personnel, all Vehicles operating on or across Taxiways or Runways shall be equipped with two-way radios and must be in continuous communication with the FAA Air Traffic Control Tower except when under escort by a Vehicle properly authorized and equipped. The installation of two-way radios shall not be construed as license to operate a Vehicle within the AOA.

G. No Person shall drive a Motor Vehicle or other equipment between an Aircraft and the passenger gate when passengers are boarding or debarking from the Aircraft or the Aircraft is maneuvering.

H. Aircraft shall have the Right-Of-Way over all other Vehicles and Pedestrians in the AOA. However, Aircraft shall yield the Right-Of-Way to Authorized Emergency Vehicles displaying a lighted red light or when directed to yield by a LEO, fire officer, or the FAA Air

Traffic Control Tower. The Pilot in command or the operator of such Aircraft shall, notwithstanding the foregoing, exercise caution upon observing a Vehicle or Pedestrian in or approaching his or her line of travel.

I. All persons operating Motor Vehicles within the AOA are required to participate in an FAA-approved training course for the operation of Motor Vehicles on the Airport as provided by the County. All Persons operating Motor Vehicles are required to sign a statement to be kept on file by the County that they are familiar with these Airport Rules and Regulations, including the consequences of non-compliance with safety procedures for Motor Vehicles, and that they agree to abide by these Airport Rules and Regulations.

*(§ 10.28.040 repealed reenacted Ord. 028-05)*

#### 10.28.50: EQUIPMENT REQUIREMENTS AND RESTRICTIONS

A. No Person shall use upon any Motor Vehicle operated or to be operated on the Airport any device, apparatus, equipment, instrument, or other system, method, or instrumentality with, in, or on any exhaust system designed or intended to ignite exhaust gases to produce a flame, within or outside the exhaust system of the Motor Vehicle.

B. All Motor Vehicles operated upon the Airport shall be equipped with windshields of a size which shall be at least equal to the size of such windshields which any particular make, model or body style of Motor Vehicle shall have been equipped with as original stock equipment by the manufacturer of such Motor Vehicle; and no Person shall operate a Motor Vehicle which has been altered, cut down, customized, or otherwise changed so that it has a windshield which is reduced in size and square inches of glass area from that size of windshield with which such Motor Vehicle was originally equipped as stock equipment by the manufacturer of such Motor Vehicle.

C. No Person shall operate a Motor Vehicle upon the Airport which has attached thereto in any manner any chain, rope, wire, or other object or equipment which drags, swings or projects in any manner so as to endanger the Person or property of another. *(§ 10.28.050 repealed reenacted Ord. 028-05)*

#### 10.28.60: RIGHTS-OF-WAY IN THE AIRCRAFT OPERATIONS AREA

A. Within the Airport Operations Area, Vehicles approaching each other shall be subject to the following rules of Right-Of-Way:

1. When Vehicles are converging upon each other (except head-on or nearly so), the Vehicle to the other's right has the Right-Of-Way and the Driver of the Vehicle to the left shall yield the Right-Of-Way to the Vehicle to his or her right.

2. When Vehicles are approaching each other head-on or nearly so, the Driver of each Vehicle shall alter his or her line of travel to the right. However, if obstruction, condition of Traffic, or surface prevents the line of travel to be altered, the Vehicle so obstructed shall slow and stop until the approaching Vehicle is well clear.

3. Moving Vehicles that are being overtaken have the Right-Of-Way, and the Driver of the overtaking Vehicle shall pass well clear to the left of the Vehicle being overtaken. The Operator of the overtaking Vehicle shall sound his or her horn and flash his or her headlights before passing the Vehicle being overtaken.

B. Vehicles crossing the marked lane lines painted on the Ramp shall yield the Right-Of-Way to all Vehicles proceeding within the marked lane lines and shall not proceed to cross over or into the lane until the way is clear for them to do so.

C. Vehicles shall yield the Right-Of Way to any Aircraft or Emergency Vehicle. (~~§ 10.28.060 repealed reenacted Ord. 028-05~~)

#### 10.28.70: PARKING ON AIRPORT PROPERTY

A. All places upon the Airport, unless specifically established or designated for vehicular Parking, shall be “No Parking” areas, and no Person shall stop, stand or Park a Vehicle any place upon the Airport other than places specifically established or designated for vehicular parking; except that within Airport Operations Areas, authorized Vehicles actually being used in the performance of services and duties to the Airport, or users of the Airport, may be stopped or parked while in the performance of those services or duties; provided, that being so stopped or parked they present no undue or prolonged obstruction to other vehicular or Aircraft Traffic.

B. All paid parking patrons will abide by posted Parking rates and rules.

C. Where there are Roadways in place, no Person shall stop, stand or Park a Vehicle on the Roadway side of any other Vehicle stopped or Parked by such Roadway, except that a Vehicle may be stopped at the Roadway side of a Vehicle while waiting for another Vehicle to clear a parking space, where such other Vehicle is actually doing so.

D. No Person shall Park or operate a Vehicle upon any Roadway or Airport Property for the principal purpose of:

1. Displaying such Vehicle for sale;
2. Greasing, oiling, lubricating, painting or repairing such Vehicle, except repairs necessary to remove the Vehicle from the Roadway, and which are required to be made because of an emergency;
3. Display advertising.
4. Staging for a non-airport related business or function.

(~~§ 10.28.070 repealed reenacted Ord. 028-05~~)

#### 10.28.80: ABANDONED VEHICLES

A. No Person shall abandon or Park as “dead storage” any Motor Vehicle on the Airport. The Airport shall be deemed to be private property for purposes of abandoned Vehicles, and the Airport Director or his or her authorized representative shall have all of the rights of a private property owner with respect to abandoned Vehicles pursuant to C.R.S. 42-4-2103.

B. Hangar, Patio Shelter, and Tie-Down Tenants and other Airport users shall park or store their personal Vehicles on the Airport only in connection with air travel or other aviation-related uses, and cannot use Hangars, Patio Shelters, or Tie-Downs to indefinitely store their Vehicles. (*§ 10.28.080 repealed reenacted Ord. 028-05*)

#### 10.28.90: EMERGENCY EQUIPMENT AT THE AIRPORT

The Airport Director shall be responsible for storage and maintenance of the fire truck and fire fighting equipment keeping it in good and usable condition for emergency preparedness in accordance with 14 CFR 139. (*§ 10.28.090 repealed reenacted Ord. 028-05*)

#### 10.28.100: COMMERCIAL GROUND TRANSPORTATION OPERATORS—LOADING AND UNLOADING OF PASSENGERS

A. No Person shall drive or Park or stop a Commercial Ground Transportation Operator Vehicle for the purpose of soliciting, loading, or discharging a passenger or passengers at the Airport except in the area designated and posted for such purpose. The BOCC may, at its discretion, impose fees upon the Commercial Ground Transportation Operators to recover any expenses incurred in the management or control of their Vehicles.

B. No Person shall Park or stop a privately-owned Vehicle for the purpose of loading or picking up a passenger or passengers except in designated Loading Zones for such purpose or except in a public Parking lot.

C. No Person shall drive or operate a Commercial Ground Transportation Operator Vehicle upon regulated areas of the GA Aircraft Apron, Terminal Building Aircraft Apron, or the Passenger Terminal Traffic area except with the permission/license/permit of the Airport Director, or his or her authorized representative.

D. Operators of Commercial Ground Transportation Operator Vehicles shall stay within their Vehicles at all times except for the loading of passengers and luggage, and shall not solicit patronage by instigating direct oral communications with potential fares or by hawking, intending to accomplish such patronage.

E. The Airport Director may promulgate additional regulations (not inconsistent herewith) affecting the operations of Commercial Ground Transportation Operators, or the conduct of their Drivers, reasonably necessary for the management of the Airport. Such regulations, if posted in at least one conspicuous place at the Airport five days prior to their effective date, shall have the same effect as the other provisions of this section. (*§ 10.28.100 repealed reenacted Ord. 028-05*)

10.28.110: REGULATION OF COMMERCIAL VEHICLES AT THE AIRPORT

A. The County is authorized to regulate commercial activities on Airport property, to enforce such regulations and to set out and collect fees for these commercial activities pursuant to C.R.S. §§ 41-4-101 et seq.

B. Commercial Ground Transportation Operators shall comply with the rules enumerated in a document entitled “Ground Transportation Rules” as published by the Airport Director, and as the same shall be modified from time to time by the County within its sole discretion.

C. Such “Ground Transportation Rules” shall govern requirements such as license agreements, operating restrictions and Permits and requirements. The enforcement and penalties for violations of the Ground Transportation Rules shall be prescribed in Section 10.32.10, provided that the Ground Transportation Rules may set forth additional penalties.

D. Commercial Ground Transportation Operators shall be subject to fees, as enumerated in section 10.16.70 of these regulations.

E. Commercial Ground Transportation Operators shall at all times while on Airport property follow any written and verbal directives given or issued by the Airport Director, any other County employee assigned to the Airport, or any LEO. (*§ 10.28.110 repealed reenacted Ord. 028-05, amended (part) Ord. 037-06*)

10.28.120: FUEL STORAGE AREAS

A. Under no circumstances will a tank Motor Vehicle be left unattended at a Fuel storage area during the loading and unloading process. Loading and unloading shall not be considered complete until the delivery hose is detached from Vehicle and tanks.

B. Every Motor Vehicle tank must be grounded and the nozzle grounded before loading or unloading.

C. All Fuel Storage Areas are to be operated and maintained in strict conformance with all applicable federal, State, and local laws, rules, regulations, and ordinances. Persons or Entities owning and using a Fuel Storage Area are solely responsible for compliance with all federal, State, and local rules and regulations including the maintenance and upkeep of said Fuel Storage Areas and the removal of trash and other debris at all times.

D. Care will be taken in filling tanks at Fuel Storage Areas to allow for heat expansion, and not filled to the point where they will overflow from heat expansion.

E. All loading platforms and fill nozzles will be equipped with proper grounding clamps and flexible cables.

F. No Fuel Storage Area shall be constructed upon the Airport without the written consent of the BOCC. (*§ 10.28.120 repealed reenacted Ord. 028-05*)

## 10.28.130: MISCELLANEOUS TRAFFIC RULES AND REGULATIONS

A. No Driver or Person in control of any Vehicle being loaded or unloaded, or the workmen or Persons in control of any construction project, or any other Person, shall permit or cause any object or objects to protrude or extend into any lane of Traffic so as to create a hazard or block the same; provided, that the provisions of this subsection shall not apply where the protrusion or extending of an object or objects into a lane of Traffic is only temporary and sufficient signs or other means of warning are placed or used so as to give the Drivers of other Vehicles sufficient notice of the presence of the same.

B. The Driver or Person in control of any Vehicle designed to carry merchandise, materials, objects, or other loads, which has a tailgate, shall not drive, stand, stop or Park such Vehicle in Traffic with the tailgate in a down position so that it extends beyond the normal limits of the sides of the Vehicle regardless of whether the tailgate is operated manually, mechanically or electrically; provided, that the provisions of this subsection shall not prohibit the placing of freight or merchandise on such tailgate for the purpose of transporting the same, or while the Vehicle is actually being loaded or unloaded. (*§ 10.28.130 repealed reenacted Ord. 028-05*)

*§ 10.28.140 Repealed and reinstated by Ord. 028-2005, 07-28-05 § 10-28 amended (part) by Ord. 013-2006, 05-10-06, repealed Ord 037-06*

### **10.29: RESERVED**

### **10.30: RESERVED**

### **10.31: RESERVED**

### **10.32: PENALTIES**

#### 10.32.10 VIOLATIONS-PENALTIES

A. Whenever in any section of this Title 10 of the Pitkin County Code the doing of any act is required, prohibited, or declared to be unlawful or a violation of the Airport Security Plan, a violation of any such provision shall be a Civil Infraction subject to a monetary fine and/or imprisonment as permitted by State law, as may be amended from time to time. The Airport Director, his/her authorized representative or any Law Enforcement officer shall be authorized to serve either a Summons and Complaint or Penalty Assessment on any Person who violates the provisions of this Title 10.

B. Violations that shall be addressed by Penalty Assessment, as defined below, are:

1. Section 10.08.30 (B) - (K), M - (Y), and (AA) - (EE);
2. Sections 10.28.10 through 10.28.130

The Penalty Assessment schedule for these violations is:

-First Offense	\$150.00
-Second Offense	\$500.00

-Third and additional offenses \$1,000.00 or maximum civil penalty allowable by State law, as may be amended from time to time.

C. All violations of Title 10 not addressed by 10.32.10(B) shall be addressed by Summons and Complaint to appear in County Court. Violations addressed by a Summons and Complaint are a Civil Infraction with a maximum fine of \$1,000 and / or imprisonment for a period not to exceed 364 days. Penalty amounts shall be at the discretion of the court, except for:

1. Violations of Section 10.12.050 (Hours of Operation) are \$1,000 for each occurrence or the maximum allowable by State law, as amended from time to time.

2. Violations of Section 10.12.030 (C), (D), (E), (F), (G) (Aircraft and Aircraft Equipment) are \$1,000 for each occurrence or the maximum allowable by State law, as amended from time to time.

D. Summonses and Complaints shall be referred to the District Attorney for prosecution in Pitkin County Court. Non-payment of a Penalty Assessment shall result in prosecution of the Penalty Assessment as a Summons and Complaint pursuant to § 16-2-201, C.R.S., as amended. In such case the penalty is at the Court's discretion per Section 10.32.10(A).

E. Any Person who aids, assists or abets any Person in committing a violation of these Rules and Regulations shall be subject to the penalties specified in Section 10.32.010(A).

F. In the event that any Person is convicted of four or more violations of any requirement of this Title 10 within any consecutive twelve month period (imposition of a Penalty Assessment constitutes a conviction of the related violation for purposes of this section), the Airport Director may initiate a proceeding before the duly appointed County hearing officer to request, in addition to any penalties specified in this section, that the Person be denied the privilege of operating an Aircraft to, at or from the Airport for a period of time to be determined by the hearing officer to be reasonable in light of the circumstances. In the event that the County terminates any lease, permit or license as a result of one or more violations of the requirements of this division, the Airport Director may seek and the hearing officer may order that the Person be debarred from applying for a new lease, permit or license for a period of time to be determined by the hearing officer to be reasonable in light of the circumstances. During such hearing, the Person charged with violating these regulations shall be afforded the right to be represented by counsel; to present and submit testimony and evidence; to cross examine other persons giving testimony; to require (on request) that all witnesses be placed under oath; to a record of proceedings; and (on request) a written decision setting forth the findings of fact and conclusions, with reasons or basis for the decision, on the material and relevant issues presented in the record. The hearing officer shall not be bound by formal rules of evidence, but may consider any matters which he or she concludes are reasonably reliable and calculated to aid in reaching a correct determination of the issues involved.

G. Any Person or Persons who fail to leave the Airport or a specified area thereof, or any Person or Persons who knowingly or willfully violate these Airport Rules and Regulations or who refuse to comply therewith, after proper request to do so by the Airport Director or

authorized representative of the County, shall be subject to removal from and denial of access to the Airport for such period of time as may be specified by the Airport Director. Persons holding leases, permits or operating agreements with the County may also have their privileges terminated for such violations. Furthermore, such Person shall be regarded as a trespasser upon Airport property and subject to civil and/or criminal charges for violations to other federal, State, or County laws, ordinances, and regulations.

H. Any Person who feels that he/she has wrongfully been removed from the Airport, or denied access thereto, pursuant to these Airport Rules and Regulations, may request a hearing thereon before a County Hearing Officer provided that such request shall be made in writing and shall be filed with the Airport Director within ten (10) calendar days of such removal or denial. The Person filing such request shall give his/her name and address. The Airport Director shall mail notice of the date, time, and location of such hearing to the Person requesting the same, and such notice shall be mailed at least five (5) days in advance of such hearing date. At the hearing, the Person requesting the hearing may appear, may be represented by counsel, and may present evidence. Upon completion of the hearing, the County Hearing Officer shall affirm, revoke, or modify the termination and shall give prompt written notice of its action to the Person requesting the hearing. Any determination of the County Hearing Officer adverse to the Person requesting the hearing shall be subject to appeal in accordance with the then applicable laws of the State.

*(§ 10.32 010 repealed reenacted Ord. 028-05; amended (part) Ord. 013-2006, Ord. 013-06, Ord. 037-06) amended (part) Ord. 033-2023, 11-15-2023*

## **DIVISION II. MINIMUM STANDARDS AND REQUIREMENTS FOR COMMERCIAL AERONAUTICAL ACTIVITIES AND SERVICES**

**10.33: RESERVED**

**10.34: RESERVED**

**10.35: RESERVED**

### **10.36: GENERAL PROVISIONS AND DEFINITIONS**

Sections:

10.36.10 INTRODUCTION

10.36.20 DEFINITIONS

10.36.30 EXEMPTIONS

10.36.40 PREQUALIFICATION AND APPLICATION REQUIREMENTS

10.36.50 GROUNDS FOR DENIAL OF APPLICATION

10.36.60 GRANTING OF LEASES, LICENSES OR PERMITS FOR USE OR  
OCCUPANCY OF GA AREA PROPERTY FOR COMMERCIAL PURPOSES

10.36.10: INTRODUCTION

Pitkin County, Colorado, a Colorado home-rule County, by its Board of County Commissioners (“County,” “BOCC” or “Board”), as the owner, proprietor, operator and sponsor of the Airport, in order to encourage and ensure the provision of adequate Commercial Aeronautical Services and activities at and from the Airport, the economic health of the Airport and the orderly redevelopment and further development of aeronautical and related support Facilities at the Airport, has established these Minimum Standards and Requirements for Commercial Aeronautical Operators at the Airport (“Minimum Standards”).

These Minimum Standards establish the threshold entry requirements for those Commercial Aeronautical Operators wishing to engage in Commercial Aeronautical Activity or Activities at the Airport and were developed in accordance with FAA Advisory Circular 150/5190-7, Minimum Standards for Commercial Aeronautical Activities, dated August 28, 2006. The County may make revisions and amendments to these Minimum Standards when the County deems them in the best interest of the County or the public, when business conditions at the Airport necessitate it, or when necessary to comply with FAA, TSA, or other governmental regulations.

The following chapters and sections set forth the requirements prerequisite to a Person or Entity operating upon and engaging in one or an aggregate of Commercial Aeronautical Activity or Activities at the Airport. These Minimum Standards are not intended to be all-inclusive; a Commercial Aeronautical Operator on the Airport will be subject additionally to applicable Federal, State and local laws, codes, ordinances and other similar regulatory measures pertaining to all such services and/or activities of the same classification and to the provisions of an applicable lease, license or permit.

A written lease, license or permit, properly executed by Pitkin County and the Commercial Aeronautical Operator, is a prerequisite to entry, occupancy, use, redevelopment or development of Facilities on the Airport or the commencement of any of the Commercial Aeronautical Activity. These Minimum Standards, as amended, shall be incorporated by reference into all leases, licenses or permits between the County and any Person or Entity desiring to occupy Airport Facilities and engage in any Commercial Aeronautical Activity. All leases, licenses or permits shall expressly be made subordinate to these Minimum Standards. Information relative to rentals, fees and charges to be paid to County or charged to the prospective Commercial Aeronautical Operator’s customers under a lease, license or permit hereunder will be made available to the prospective Commercial Aeronautical Operators by

the Airport Director at the time of application or during a competitive procurement process or contract negotiations.

These Minimum Standards are not retroactive and do not affect the current term of any written agreement properly executed prior to the date of adoption and approval of these same Minimum Standards which is not expressly subordinate to the Minimum Standards, although they may affect renewals or extensions of such agreements and shall control any new agreements.

The Minimum Standards have been established (or amended) according to market conditions affecting the Airport at the time of establishment or amendment. The County expressly reserves the right, pursuant to its legislative and administrative discretion of the best interests of the health, welfare and safety of its residents and guests, and in response to future market conditions, to decrease these Minimum Standards (or any part thereof) or to grant temporary waivers or exemptions, or to increase these Minimum Standards (or any part thereof) by appropriate legislative or administrative procedure so long as any such changes are reasonable and non-discriminatory.

These Minimum Standards may be supplemented and amended by the County, from time to time, and in such manner and to such extent as is deemed proper in the discretion of the County; provided, however, that prior to any amendment or supplement to these Minimum Standards that may affect any contractual relationships currently existing between the County and Commercial Aeronautical Operators, all such affected Commercial Aeronautical Operators at the Airport will be given published notice of the proposed amendments and/or supplements and an opportunity for hearing will be had if such is requested, not less than ten (10) nor more than thirty (30) days after the date of the published notice, at which time any Operator may appear, in Person or by counsel, and state its objection, if any, to such proposed amendments and/or supplements. Prospective Commercial Aeronautical Operators should verify with the Airport Director that they have a complete and current document.

It is the intent of the BOCC to enforce these Minimum Standards in a consistent, uniform, and fair manner to accomplish the County's goals and promote successful commercial business operations at the Airport. While the Airport Director has the authority to manage the Airport (including the authority to interpret, administer and enforce Airport agreements and BOCC policies and the authority to permit temporary, short-term occupancy of the Airport), the ultimate authority to grant the occupancy and use of Airport real estate and to approve, amend or supplement all leases, licenses and permits relating thereto, is expressly reserved to the BOCC of Pitkin County, acting by resolution or ordinance at a duly-noticed public meeting. Any Commercial Aeronautical Activity not addressed in the Minimum Standards are to be addressed by the BOCC on a case-by-case basis in the Commercial Aeronautical Operator's written Agreement.

Except as permitted by federal law or FAA policy, nothing herein shall be construed to grant or otherwise authorize the granting of an Exclusive Right to provide or conduct any Commercial Aeronautical Activity on the Airport. For purposes of these Minimum Standards,

an Exclusive Right is a power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right.

The establishment of these Minimum Standards does not alter the County's proprietary Exclusive Right to engage in the delivery of Commercial Aeronautical Activities as it may deem at its sole discretion to be prudent and appropriate.

Further, all redevelopment and further development at the Airport must be consistent with the County land use code, the current approved FAA Airport Master Plan or Airport Layout Plan, including applicable land-use applications, reviews, conditions of approval and development requirements.

A. Authority. These Minimum Standards are promulgated under the authority set forth in, and are intended to be consistent with the requirements of, the following, as they may be amended from time to time:

1. Colorado Revised Statutes (C.R.S.) Sections 30-11-107, 30-35-202 and 41-4-101, et seq. and 41-5-101, et seq.;
2. The Pitkin County Home Rule Charter;
3. The Pitkin County Code, Chapters 10.04 through 10.32 and the Pitkin County Land Use Code;
4. Airport Master Plan and Airport Layout Plan (ALP), as amended;
5. Airport/FAA Grant Assurances (including incorporated federal statutes and regulations) and applicable FAA Advisory Circulars;
6. Pitkin County land use public zone district master plan for the Airport (including conditions of approval of any applicable land-use applications);
7. Airport financial and rate-making policy;
8. Airport bond covenants (existing and future);
9. The Pitkin County procurement code; and
10. FAA Advisory Circular 150/5190-5, Exclusive Rights and Minimum Standards for Commercial Aeronautical Activities (2002).

B. Incorporation by Reference. These Minimum Standards incorporate by reference, as though fully set forth herein and as they may be amended from time to time, the following (in the event of a conflict, the more stringent regulation, in the determination of the County, shall apply):

1. Pitkin County Code Title 10;
2. Airport Operations (and Emergency) Plan;
3. Airport Security Plan;
4. Airport Fueling and Self-Fueling regulations, as amended;
5. Airport aviation Fuels facility, spill prevention control and counter measure plan;
6. Airport architectural covenants and Airport development standards (including requirements for site work; utility extensions, upgrades and connections; Building location; landscaping; construction quality; air side and ground side Parking and Traffic circulation;

shared Airport capital Improvements; and County ownership at end of lease term or amortization period);

7. Airport Disadvantaged Business Enterprises (DBE) plan.

C. Coordination. These Minimum Standards are to be read to coordinate with and complement the written leases, licenses and permits of all Airport Operators to reach Airport management goals and objectives, as promulgated by the BOCC and administered by the Airport Director. At present, these other leases, licenses and permits are:

1. Air Carrier Agreements;
2. FBO and S-FBO Agreements;
3. Rental Car agreements;
4. Paid Parking agreements;
5. Restaurant/Bar agreements;
6. Terminal Advertising agreements;
7. Necessities Shop agreements;
8. Ground Transportation agreements;
9. Miscellaneous Concession agreements.

The County reserves the right to enter into such other and further agreements for the occupancy and use of the Airport that are deemed by the County to be in the best interests of the County and the Airport. (*§ 10.36.010 repealed reenacted Ord. 028-05*)

#### 10.36.20: DEFINITIONS

When used in this division, the following words and terms shall have the following meanings. If, in the administration and/or interpretation of these Minimum Standards, words or terms that are not defined below become relevant, such words or terms will be deemed to be defined by common meaning in the aviation industry (from the County's point of view), unless such alternate meanings conflict with these definitions, in which case these definitions shall control.

"Additional Facilities, Activities and Services" are those that: are not within the footprint and structure of required Facilities; are those listed below as "additional;" or otherwise are not listed expressly as "required" or "permitted."

"Additional Services and Activities" as defined and limited in the Minimum Standards, are those that may not be developed or maintained, conducted, provided and/or offered on or from the Airport without prior, separate application under these Minimum Standards and all reviews and approvals there under

"Aeronautical Activity" or "Aeronautical Service" means any activity or service that involves, makes possible, or is required for the operation of Aircraft, or that contributes to or is required for the safety of such operations. The following activities, without limitation, which are commonly conducted on Airports, are aeronautical activities within this definition: charter operations, Pilot training, Aircraft rental and sightseeing, aerial photography, aerial spraying,

aerial surveying, Air Carrier operation, Aircraft sales and service, sale of aviation Fuel and oil whether or not conducted in conjunction with other included activities, repair and Maintenance of Aircraft, sale of Aircraft parts, and any other activities which, in the sole judgment of Pitkin County, the Airport Operator, because of their direct relationship to the operation of Aircraft, can appropriately be regarded as an Aeronautical Activity or service.

“Air Carrier Area” or “Air Carrier End” means the southern half of the Airport (approximately); that part of the Airport occupied and used primarily by Facilities for and operations of Scheduled Air Carriers (Parts 121 and 135) holding certificates of public necessity; the Air Carrier Area is separated from the General Aviation Area or General Aviation End of the Airport by a double yellow dashed line, divided by a solid red line at approximately A-5 on the Runway.

“Airport Land-Use Identification Plan” means an Airport planning document, consisting of a map of the General Aviation Area of the Airport and supporting documentation, that contains both the existing Facilities and uses of the GA Area and proposed short-, mid- and long-term Facilities and uses. This document is intended to be a synthesis of the elements of the Airport FAA Master Plan and the Airport Land Use Master Plan.

“Airport Land Use Master Plan” means the master plan adopted by the County pursuant to the Pitkin County land use code, public zone district, master plan option, as a pre-requisite to Airport redevelopment or further development.

“Airport Lessees, Licensees and Permittees” or “LLPs” means those Persons or Business entities holding current written agreements with the County to conduct commercial operations at or from the Airport.

“Commercial Aeronautical Activity” or “Commercial Aeronautical Service” means an Aeronautical Activity or Aeronautical Service that is provided by a Commercial Aeronautical Operator for direct or indirect compensation or consideration of any kind whatsoever including, without limitation, trade or promotional/marketing purposes.

“Commercial Aeronautical Operator” means a Person or Business entity engaging in a “Commercial Aeronautical Activity” or “Commercial Aeronautical Service” as those terms are defined in Title 10.

“Commercial Operator” means a Person who, for compensation or hire, engages in the carriage by Aircraft in air commerce of Persons or property, other than as an Air Carrier or foreign Air Carrier or under the authority of FAR Part 375. Where it is doubtful that an operation is for “compensation or hire,” the test applied is whether the carriage by air is merely incidental to the Person’s other Business or is, in itself, a major enterprise for profit.

“Commercially-Reasonable Minimums” means a formal determination to be made from time to time by the Airport Director in his or her reasonable discretion based on a compilation, comparison and analysis of the levels and quality of aeronautical activities and services provided at similar airports in or serving similar destination resort communities.

“County Representative”. The BOCC may be represented in matters affecting the Airport by its designee, the County Manager, or the County Manager’s designee, the Airport Director or the Airport Director’s designee, as indicated in writing.

“Equipment” means Business or Personal property used by a Commercial Aeronautical Operator in the provision of Commercial Aeronautical Services or Activities.

“Exclusive Right” means a power, privilege or other right excluding or declaring another from enjoying or exercising a like power, privilege or right. An Exclusive Right may be conferred either by express agreement, by imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights, would be an Exclusive Right. An Exclusive Right to conduct an Aeronautical Activity, which is forbidden by federal regulation, is distinguished from an Exclusive Right to occupy or use real estate, which is permitted by federal regulation under certain conditions.

“Exclusive Use” means the right of an LLP, if so provided in its agreement with the County, to occupy and/or use land areas, Buildings, Improvements and Facilities solely and to the exclusion of others for the term of such agreement, as long as the LLP is not in default thereunder, subject only to the terms and conditions set forth therein and the provisions of controlling law.

“FBO” or “Fixed Base Operator,” as more fully defined in Division I, means a Commercial Aeronautical Operator that maintains the minimum aggregation and level of Required Facilities, activities and services at the Airport.

“FBO Facilities” means public-use Facilities on the Airport primarily to serve the customers of an FBO or S-FBO, e.g., GA terminal, main storage hangar, Maintenance and repair shop/hangar.

“FFEI” is an acronym that stands for furniture, Trade Fixtures, Equipment and inventory, but includes all Business and Personal property that is not real estate that is used by a Commercial Aeronautical Operator in revenue-producing activities.

“Fixtures,” as distinguished from Trade Fixtures, are property used by a Commercial Aeronautical Operator that are attached to real estate and are not intended to be removed upon the end of a tenancy unless otherwise agreed by the parties.

“GA Facilities” means public-use Facilities on the Airport primarily to serve GA Aircraft and passengers and S-FBOs, e.g., aviation Fuel farm, GA terminal, Patio Shelters, Tie-Downs, T-Hangars, main storage hangar, Maintenance and repair shop/hangar, and S-FBO Facility.

“General Aviation Facilities Taxilanes” means the paved portion of the GA Area Ramp within the area leased to a FBO identified and used exclusively for the movement of Aircraft to and from the public airfield facility Taxiways to the FBO, S-FBO, and GA Facilities and for internal circulation of Aircraft within those areas.

“LEED” means the Leadership in Energy and Environmental Design Green Building Rating System of the United States Green Building Council (USGBC), a nationally accepted benchmark for the design, construction, and operation of high-performance green buildings.

“Major Alteration” means an alteration not listed in the Aircraft, Aircraft engine, or propeller specifications that:

1. Might appreciably affect weight, balance, structural strength, performance, powerplant operation, flight characteristics, or other qualities affecting airworthiness; or
2. Is not done according to accepted practices or cannot be done by elementary operations.

“Operator,” as used in this Division II, means either an FBO or an S-FBO, as applicable, or the County, when performing a Commercial Aeronautical Activity, unless the context through use of a modifier or otherwise clearly indicates another meaning.

“Patio Shelter” means open sided shelters used for the storage of Aircraft in connection with General Aviation Aircraft. Patio Shelters are located on the north General Aviation apron.

“Permitted Services and Activities,” as defined and limited in these Minimum Standards, are those that may be maintained, conducted and provided, in any combination, at any time, within the sound Business discretion of the FBO, or S-FBO, so long as the Facilities, activities and services are provided within the footprint and structure of required Facilities.

“Preventive Maintenance” means simple or minor preservation operations and the replacement of small standard parts not involving complex assembly operations.

“Procurement Action” means an administrative process, undertaken by the County pursuant to its procurement code, for the public solicitation and competitive selection of a provider of goods or services to the County.

“Required Services And Activities” as defined and limited in these Minimum Standards, are those that all shall be developed or maintained, conducted and provided, in aggregate, at all times, by FBO.

“S-FBO” or “Specialized Fixed Base Operator” means an Operator that provides less than the minimum required aggregation of Facilities, activities and services.

“S-FBO Facility” means a separate Building containing separate Aircraft hangars, staging and Parking areas, and supporting administrative, reception and storage areas for the operation of S-FBOs.

“T-Hangars” means Buildings or temporary structures (commonly designed in a “T” configuration) and used for the storage of General Aviation Aircraft on the Airport. Occupancy and use of T-Hangars is permitted only by parties who are not Commercial Aeronautical Operators.

“Tie-Down” means marked aircraft parking positions with ropes or chains used to secure Aircraft. Tie-downs are located on the north general Aviation Apron.

“Trade Fixtures” means Business or Personal property used by a Commercial Aeronautical Operator that is attached to real estate but is intended to be removed upon the end of a tenancy unless otherwise agreed by the parties.

***(§ 10.36.020 repealed reenacted Ord. 028-05)***

### 10.36.30: EXEMPTIONS

Air Carriers under an FAR Part 121 Air Carrier certificate are exempt from these Minimum Standards.

*(§ 10.36.030 repealed reenacted Ord. 028-05)*

### 10.36.40: PREQUALIFICATION AND APPLICATION REQUIREMENTS

All Operators, as defined herein, are subject to these Minimum Standards.

A prospective Operator shall submit, in written form, to the Airport Director, at the time of its application, the following information and, thereafter, such additional information as may be requested by the County:

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

1. The name, address, telephone number and primary contact Person of the Entity and the names and addresses of all management and supervisory Personnel, all officers and directors (if a corporation) and all Persons owning, holding and/or controlling any equity interest, voting rights or debt;

2. List the name of the Entity, exactly as it is to appear on the FBO or S-FBO Lease Agreement, if awarded by the County. Any Operator shall carry on its business as a corporation or other Entity authorized to do business in the State of Colorado.

3. The requested date for commencement of the activity and the proposed term of conducting the same and the proposed structure and amounts of rent and/or revenue to County;

4. A comprehensive listing of all services proposed to be offered on or from the Airport and the proposed schedule of fees and charges therefor including:

- a. Operations Plan. Provide a complete and detailed narrative description of the scope of operations, setting forth specifically each business activity proposed and the scope of such activity. Include proposed fees and charges.

- b. Customer Service Plan. Provide a complete and detailed narrative description of a customer service plan that includes the ability to meet the needs/requests of customers as well as a means for resolving customer complaints.

- c. Marketing Program. Describe a marketing program to use in attracting general aviation activity to the FBO. Include an estimated annual advertising budget.

d. Movable Equipment. Provide a complete description of movable equipment to be used and the investment therefore. Describe the parts inventory proposed to be maintained and the investment therein.

5. A map to scale of the amount, configuration and location of property requested or desired to be occupied;

6. The size and position of the Building space to be occupied and the proposed design and terms for the construction of any additional space and the ownership, leasing or sub-leasing thereof. An identification of any necessary or desirable capital Improvements to be constructed in conjunction with the operation and applicant's proposal for financing the same;

7. The number, type and basing of Aircraft proposed to be provided (as applicable) and/or a detailed description of all Equipment and Facilities;

8. The number of Persons proposed to be employed (including the names and qualifications of each Person), whether the employees will be Airport-based (full-time, part-time and seasonal) or transient, and the certifications required, if any, for each Person to provide a proposed Commercial Aeronautical Activity;

9. The hours of proposed operation;

10. The types and limits of insurance coverage to be maintained;

11. A listing of the Federal, State and local laws, rules and regulations to which the operation is subject;

12. A plan for compliance with the Airport's management, environmental and land-use requirements, policies and goals.

B. Financial Responsibility. The prospective Operator must provide a statement, in evidence of his or her financial responsibility, from an area bank or trust company or from such other source that may be acceptable to the County and readily verified through normal banking channels. The prospective Operator must also demonstrate financial capability to initiate operations and for the construction of Improvements of the proposed operation or operations, and shall also indicate his or her ability to provide working capital to carry on the contemplated operations, once initiated.

The demonstration of financial responsibility will include a cash flow and a profit and loss projection for the first five years of the proposed operation, a three year historical profit and loss statement, if applicable, and current (within sixty (60) days) balance sheet, all compiled by a licensed Colorado Certified Public Accountant. The foregoing information must be presented in a form satisfactory to the County and will be reviewed and approved/disapproved by the County in its discretion. Information presented in this subsection will be kept confidential by the County to the extent provided by law.

C. Managerial Capacity, Business Reputation and Successful Experience. The prospective Operator shall furnish the County with a statement of its past experience in the specified services applied for, including resumes of management and supervisory Personnel directly responsible for the proposed operation, together with Business, financial and

managerial references. The foregoing information must be presented in a form satisfactory to the County and will be reviewed and approved/disapproved by the County in its discretion. Information presented in this subsection will be kept confidential by the County to the extent provided by law.

D. Business Organization. Description of organization and history of Business entity of applicant, including listing of all Persons holding ownership, control, management, supervisory or financing debt interest. Information presented in this subsection will be held confidential to the extent provided by law.

E. Familiarity With and Demonstrated Compliance with These Minimum Standards and Incorporated Laws, Regulations and Policies. The prospective Operator shall demonstrate that the proposed operation or activities meets or exceeds the County's Airport operational, financial, management, land-use, environmental and social policy goals.

F. Bonding and Insuring Capacity. The prospective Operator shall provide evidence in a form acceptable to the Pitkin County attorney of its ability to supply a performance bond in the amount equal to ten (10) percent of the annual rental and/or fees established and agreed upon, for conducting the services to be provided (cash may be deposited in lieu of a performance bond) and required insurance. Additional and supplemental information may be required by the County in a formal competitive selection process.

G. In response to any application to provide a Commercial Aeronautical Service at the Airport that has not been denied pursuant to Section 10.36.50 and prior to the issuance of any lease, license or permit pursuant to Section 10.36.60, the County shall issue a Request for Proposals in a manner consistent with the then-current County procurement code to determine whether any other entity is interested and qualified to perform the same or similar Commercial Aeronautical Service. The County shall accept responses for a reasonable time period so as not to unreasonably delay consideration of the first application. Upon receipt of one or more responses to the Request for Proposals, the County shall choose from among the applicants and select the Commercial Aeronautical Operator that proposes to provide the highest level and quality of products and services to aeronautical users of the Airport. (§ 10.36.040 repealed reenacted Ord. 028-05)

#### 10.36.050: GROUNDS FOR DENIAL OF APPLICATION

The Airport Director reserves the right (and the applicant by submitting an application hereunder confirms and acknowledges that right) to conduct investigations into the completeness and accuracy of the material provided and may deny any application, if in his or her opinion, he or she finds any one or more of the following:

A. The applicant for any reason does not meet fully the qualifications, standards, and requirements established by these Minimum Standards. The burden of proof of compliance shall be on the prospective Operator and the standard of proof shall be by clear and convincing evidence;

- B. The applicant's proposed Commercial Aeronautical Activity, operation or construction will create a safety hazard on the Airport;
- C. The applicant's proposal will require the Airport to spend funds or to supply labor or materials in connection with the proposed operation, or the operation will result in a financial loss to the Airport;
- D. Inappropriate, inadequate or insufficient space exists to accommodate the entire Commercial Aeronautical Activity of the applicant at the time of Application, or no available or suitable Airport property for the proposed Commercial Aeronautical Activity exists at the time of the application;
- E. The proposed operation or Airport development or construction does not comply with the most current ALP;
- F. The development or use of the proposed Premises will result in a congestion of Aircraft or Buildings or will result in unduly interfering with the operations of any existing Commercial Aeronautical Activity;
- G. The applicant has either intentionally or unintentionally misrepresented or omitted any pertinent information in the application or in supporting documents;
- H. The applicant has a record of violating the rules and regulations of any other airport in the United States, FAA regulations, or any other Federal, State, or local statutes, laws, rules and regulations within five years of the date of its application;
- I. The applicant has defaulted in the performance of any, contract, lease, or any other agreement with the County;
- J. The applicant does not, in the discretion of the County, exhibit adequate financial responsibility to undertake the proposed Commercial Aeronautical Activity based on the financial information provided by the applicant in its application;
- K. The applicant cannot provide a performance bond or applicable insurance in the amounts and types required by the Minimum Standards for that Commercial Aeronautical Activity;
- L. Any party applying or interested in the Business has been convicted of any felony or of a misdemeanor involving moral turpitude;
- M. The applicant cannot provide acceptable surety in the amount required by the Minimum Standards;
- N. The applicant has requested terms that are below the Minimum Standards or the County has determined, in its reasonable discretion, that the applicant is proposing to pay fees, rates and charges that are unfair, unreasonable, and unjustly discriminatory;
- O. The proposed Commercial Aeronautical Activity or resulting Facility proposed to be constructed by the applicant are not in the best interest of the Airport pursuant to the Minimum Standards, the Airport Rules and Regulations, and other adopted County policies;
- P. The applicant does not, in the reasonable discretion of the County, possess the experience or training as required in the Minimum Standards; or,

Q. The applicant does not, in the reasonable discretion of the County, provide sufficient supporting documentation or justification for a waiver as provided in Section.

An applicant who has been denied a commercial permit hereunder has a right to appeal the Airport Director's decision under Sections 5-101 of the procurement code, as amended. Nothing contained herein shall prohibit the Airport Director from granting or denying, for any reason he or she deems sufficient, an application to do Business on the Airport for the purpose of selling, furnishing, or establishing nonaviation products supplied for any service or Business of a nonaeronautical nature, or an application for the non-profit use of an Airport facility.

*(§ 10.36.050 repealed reenacted Ord. 028-05)*

#### 10.36.60: GRANTING OF LEASES, LICENSES OR PERMITS FOR USE OR OCCUPANCY OF GA AREA PROPERTY FOR COMMERCIAL PURPOSES

A. It is the intent of the County to plan, manage, operate, finance and redevelop or further develop the Airport for the long-term financial health of the Airport consistent with accepted Airport management and development practices, reasonable commercial aeronautical practices, Pitkin County land use and environmental policies and regulations, and applicable federal and local policies and regulations. To this end, all applicants to perform Commercial Aeronautical Services and Activities on the Airport shall be accorded a fair and reasonable opportunity, without unlawful discrimination, to qualify and to compete, to occupy available Airport property and Facilities and to provide or conduct appropriate Commercial Aeronautical Services or activities; subject, however, to the Minimum Standards and requirements as established by the County as set forth in this division.

1. In all cases where the words "standards" or "requirements" appear, it shall be understood that they are modified by the word "minimum" except where a "maximum" is clearly identified. Determinations of minimum shall be from the Airport's point of view as an Airport owner, proprietor, lessor, licensor or permittor. All Operators will be encouraged to exceed the minimum in terms of quality of Facilities or services. No Operator will be allowed to occupy areas or conduct activities under conditions less than the minimum, unless expressly waived in writing by the County.

B. Contingent upon its: (1) pre-qualification; (2) demonstrated compliance or plan for compliance with the established Minimum Standards (including incorporated laws, regulations and policies); (3) success in a competitive selection (procurement) action and/or a land-use application and approval process, if required; (4) execution of a written lease, license or permit agreement with the County; (5) satisfactory performance of its obligations under that agreement, including the payment of prescribed rentals, fees and charges; and (6) compliance with all applicable federal requirements, (i.e., Airline, Aircraft and flight crew certifications), an approved FBO shall have the right and privilege of occupying Airport Facilities and engaging

in and provision or conduct of the services or the activity or an aggregate of activities on the Airport as specified therein.

The granting of such right and privilege, however, shall not be construed in any manner as affording the Operator any Exclusive Right of use of the premises and Facilities and the Airport, other than those premises which may be leased exclusively to it, and then only to the extent provided in a written lease, license or permit.

C. The County reserves and retains the right for the use of the Airport by others who may desire to use the same, pursuant to applicable federal, State and local laws, ordinances, codes, Minimum Standards and other regulatory measures pertaining to such use. The County further reserves the right to designate the specific Airport areas in which the individual, or an aggregation of, aeronautical services and activities may be conducted in accordance with the current adopted Airport Layout Plan. Such designation shall give consideration to the nature and extent of the operation and the lands and Improvements available for such purpose, consistent with the orderly and safe operation of the Airport.

D. Commercial Aeronautical Operators shall be required to comply with all TSA regulations, rules, directives and orders as set forth in 49 CFR Part 1542 , as amended, or as issued in writing or verbally by any authorized TSA Employee, including, for example and without limitation, current requirements for security assessments for flight school students and any future security requirements applicable to GA.

E. County Airport Planning Policy. The County acknowledges that a number of difficulties in the operation and redevelopment of the Airport and planning for further development have been caused by a lack of and/or a deferral of long-term planning. Historically, the Airport has both operated, planned and developed in two separate halves: The “Air Carrier End” and the “GA End” (or “GA Area”).

With respect to the GA Area, which is the subject of these Minimum Standards, the County adopts a policy to plan and to redevelop (or further develop) the Airport, to the greatest extent possible, in planning periods with five-year increments, for several reasons: to coordinate with FAA grant planning, Airport Capital Improvement Plan and financial planning and Air Carrier rate-making; to permit the impacts and implications of one redevelopment or further development project to be recognized, calculated and, if possible, absorbed before embarking on another project; and to phase growth in airport Facilities, capacity and Traffic in amounts commensurate with the Airport’s ability to maintain its professional operating standards in terms of infrastructure and staff. (*§ 10.36.060 repealed reenacted Ord. 028-05*)

10.37. RESERVED

10.38. WAIVER OF MINIMUM STANDARDS PROVISIONS

The County may, in its sole discretion, waive all or any portion of these Minimum Standards set forth herein for the benefit of any government or governmental agency performing non-profit public services to the Aircraft industry, responding to natural disasters, or performing fire prevention or firefighting operations. The County also may waive any of these Minimum Standards for non-governmental applicants when it deems such waiver to be in the best interest of the Airport and the public, and such waiver will not result in unjust discrimination against similarly situated aeronautical users and/or service providers at the Airport.

Consistency with FAA AIP grant assurances and the FAA Airport Revenue Use Policy is to be considered by the County when reviewing a possible waiver of all or any portion of these Minimum Standards.

### 10.39. FAA REQUIRED LEASE PROVISIONS

Each Agreement shall contain all contract provisions required by the FAA in its published Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, as it may be amended from time to time, and the following provisions regarding Exclusive Rights, subordination, emergency leasing to the United States, non-discrimination, and federal grant assurances. The language for those provisions is as follows:

A. No Exclusive Right. Nothing herein contained shall be construed to permit, grant, or authorize the granting of any Exclusive Right forbidden by 49 U.S.C. § 40103(e), and §§ 47101 et seq., as those provisions may be amended from time to time.

B. Emergency Lease to the United States. During times of war or national emergency, the County shall have the right to lease the landing area or any part thereof to the United States Government for military use, and if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government shall be suspended.

All facilities of the Airport developed with federal financial assistance and all facilities usable for landing and takeoff of Aircraft will be available to the United States for use by Government Aircraft (or their contractor), in common with other Aircraft at all times without charge, except, if the use by Government Aircraft is substantial, a charge may be made for a reasonable share, proportional to such use, of the cost for operating and maintaining the facilities used.

C. Non-Discrimination. Each Operator shall furnish all services authorized or licensed on a fair, equal, and not unjustly discriminatory basis to all users and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that it may make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers, if permitted by law.

Each Operator for itself, its personal representatives, successors in interest, and assignees hereby agrees that:

1. No Person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

2. In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no Person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

3. That the premises are to be used in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, and as said Regulation may be amended.

4. The Operator agrees to include the above statements in any subsequent lease agreements that it enters and cause those businesses to similarly include the statements in further agreements.

5. In the event of breach of any of the above non-discrimination covenants, the County shall have the right to terminate the Agreement and re-enter and repossess the Premises and hold the Premises as if the Agreement had never been made or issued.

D. Subordination. This Agreement is subordinate to the provisions of any and all existing and future Agreements between the County and the United States of America relative to the operation, maintenance, or development of the Airport, the execution of which may be required as a condition precedent to the expenditure of funds for the development of the Airport, or any part thereof.

#### **10.40: MINIMUM AGGREGATION OF FACILITIES, ACTIVITIES AND SERVICES TO QUALIFY AS A FIXED-BASE OPERATOR (FBO)**

##### SECTIONS:

10.40.10 CLASSIFICATIONS DESIGNATED

10.40.20 REQUIRED FACILITIES, ACTIVITIES AND SERVICES

10.40.30 PERMITTED FACILITIES, ACTIVITIES AND SERVICES

10.40.40 ADDITIONAL FACILITIES, ACTIVITIES AND SERVICES

##### 10.40.10: CLASSIFICATIONS DESIGNATED

The County classifies and aggregates Facilities, activities and services subject to these Minimum Standards as required, permitted and additional.

A. Required Facilities, activities and services, as defined and limited in these Minimum Standards, shall be developed or maintained, conducted and provided, in aggregate, at all times, by an FBO.

B. Permitted Facilities, activities and services, as defined and limited in these Minimum Standards, may be maintained, conducted and provided, in any combination, at any time, within the sound business discretion of the FBO, so long as the Facilities, activities and services are provided within the foot-print and structure of required Facilities.

C. Additional Facilities, services and activities, as defined and limited in the Minimum Standards, may not be developed or maintained, conducted, provided and/or offered on or from the Airport without prior, separate application under these Minimum Standards and all reviews and approvals thereunder. (*§ 10.40.010 repealed reenacted Ord. 028-05*)

#### 10.40.20: REQUIRED FACILITIES, ACTIVITIES AND SERVICES

The following Facilities, activities and services, as limited and defined in these Minimum Standards, are determined to be “required”:

- A. FBO Facilities.
  1. GA Terminal.
    - a. FBO building of between 5,000-10,000 sq. ft.;
      - i. At the option of the FBO, a maximum of one thousand (1,000) square feet may be subleased to S-FBOs;
      - b. A minimum of sixty (60) stall parking spaces to accommodate building users;
      - c. Office space for FBO staff;
      - d. Office space for stakeholders;
      - e. Office Charter providers;
      - f. Bathrooms;
      - g. Lobby adequate to handle all local charter operations;
      - h. Front desk area;
      - i. Flight planning;
      - j. Concessions/cafe, and;
      - k. No less than twenty (20) electric vehicle charging stations on the East side of the Runway, and;
        - l. No less than five (5) electric vehicle charging stations on the West side of the Runway.
    2. Clear-Span Hangar.
      - a. A Building no less than fourteen thousand four hundred (14,400) square feet of commercial floor area with a minimum door height of twenty-eight (28) feet.
        - b. At the option of the FBO, a maximum of four thousand eight hundred (4,800) square feet may be subleased to S-FBOs.
      3. Maintenance Hangar/Shops.
        - a. A Building no less than five thousand (5,000) square feet of commercial floor area.

- i. At the option of the FBO, a maximum of one thousand (1,000) square feet may be subleased to S-FBOs.
- b. The maintenance hangar shall provide a minimum of ten (10) outdoor vehicle parking spaces;
- c. Maintenance office space.
- 4. GA Aircraft Ramp Areas/GA Parking Areas/GA Aircraft Circulation and Staging Areas.
  - a. An uncovered, paved area not to exceed two hundred eighty thousand (280,000) (est.) square feet.
- 5. Tie Downs and Patio Shelters
  - a. No less than 75,000 square feet in the aggregate of patio shelter space on the West side of the Runway.
  - b. No less than 50,000 square feet of Tie Down locations on the west side of the Runway.
  - c. Each shelter and tie down space shall be constructed to accommodate an aircraft with dimensions of up to fifty-four (54) feet of wingspan, and length of forty-eight (48) feet and a tail height of fifteen (15) feet, with space for sufficient and safe clearance to accommodate aircraft (including electrical hookups and lighting)
  - d. The number of shelters, and specific dimensions, not to exceed the dimensions listed above, shall be specified by the Airport Director
  - e. Tie downs shall include all markings and chains
  - f. Taxi lanes sufficient to accommodate ingress/egress to Patio Shelters and Tie Downs to accommodate the specified aircraft dimensions.
  - g. All Aircraft Patio Shelter and Tie-Down leases must conform to policies, rules, fees, and regulations enumerated in the document entitled “Based Aircraft Storage Lease Policy and Waitlist Procedure Manual” as published by the Airport Director, and as may be modified from time to time by the BOCC.
  - h. Only aircraft under a “Based Aircraft Lease Agreement” with the County shall occupy a County-managed Tie Down or County managed Patio Shelter.
  - i. County will have full authority to manage, control and retain all revenues from leases in areas designated for patio shelters and tie-downs.
  - j. County will determine eligibility, prioritization and use of the Tie-Downs and shall maintain all Patio Shelter structures that it manages.
  - k. Insurance. Proof of insurance shall be provided to the Airport Director for all Tie Downs and Patio Shelters and shall be in the types, amounts and forms enumerated in the document entitled “Minimum Insurance Requirements” as published by the County Risk Manager, and as may be modified from time to time by the BOCC.
- B. GA Facilities.
  - 1. Aviation Fuel Farm adequate to satisfy FAA Part 139 and FAA Part 139 standards.
    - a. Tank(s) adequate to hold no less than 125,000 gal Sustainable Aviation Fuel (“SAF”)/JetA fuel

- b. Tank(s) adequate to hold no less than 12,000-gal AvGas (split between East Side and West Side)
  - c. Tank(s) adequate to hold no less than 2,000-gal Renewable Diesel
  - d. Tank(s) adequate to hold no less than 2,000-gal Auto Fuel
  - e. Tank(s) for storage of blended Sustainable Aviation Fuel
  - f. Glycol storage
  - g. Leak detection and spill control Equipment and Facilities.
  - h. Facilities for Retail Self-Service Fueling AvGas on the west side of the Runway, including no less than a 5,000-gallon tank and payment infrastructure.
    - i. Tank(s) for storage of unleaded Fuel
    - j. Infrastructure located on the West Side of the Runway, including tank(s) adequate to hold no less than 5,000 gallons of AvGas and payment facilities, to allow for Retail Self-Service Fueling.
    - k. Once commercially and legally viable, facilities dedicated for self-service No-Lead AvGas.
  - 2. De-Icing Facilities.
    - a. Tank(s) adequate to hold no less than 15,000 gal of de-icing fluid.
      - i. Aircraft shall only be de-iced on the designated de-icing pad and spent de-ice fluid shall be properly disposed of..
      - ii. Aircraft deicing equipment and techniques shall be deployed to minimize de-ice fluid use.
  - 3. Security fencing, lighting and gates associated with exclusive areas in compliance with 49 C.F.R. Part 1542, as it may be amended in the future.
- C.Aircraft Services and Activities.
- 1. Fueling and Lubricating.
    - a. Jet A;
    - b. AvGas.
  - 2. Aircraft Line Services.
    - a. Ground Traffic direction and control, Parking and tie down;
    - b. Loading, unloading and towing;
    - c. Ground/auxiliary power unit (GPU/ APU);
    - d. Oxygen;
    - e. Pre-heat;
    - f. De-icing;
    - g. Hangar space rental;
    - h. Battery and electrical service;
    - i. Tire inflation and service;
    - j. Landing gear inflation (nitrogen);
    - k. Aircraft cleaning, interior and exterior;
    - l. Aircraft waste disposal;

- m. Potable water.
- 3. Minor Aircraft airframe and engine Maintenance, Preventive Maintenance, re-Building and alterations; incidental parts and accessories.
- 4. General Aviation Customer Services.
  - a. Ground transportation (FBO courtesy van);
  - b. Food/beverage vending;
  - c. Baggage porter services;
  - d. Incidental sale of flight-related accessories (books, lights, plotters, hand-held flight computers, etc.);
  - e. Concierge services.
- 5. Flight Services.
  - a. Facilities for Flight School and FAR Part 91 Operators
  - b. Charter (FAR Part 135) utilizing Aircraft with no more than thirty (30) passenger seats;
  - c. Local Planning/Support Building, including Flight School
    - i. No less than 1,500 sq. ft. building for the use of GA owners and Pilots, including the local flight school, which shall contain a planning room, bathrooms, space for the flight school classroom/simulator area, and small lobby.
    - ii. Twenty-five (25) outdoor parking spaces.
  - d. No less than 30 parking spaces on the West Side of the Runway
  - e. Aircraft rental;
  - f. Aircraft management.
- 6. Service to the local aviation community, including:
  - a. Mountain/air rescue;
  - b. Civil air patrol (CAP);
  - c. Local aeronautical clubs (EAA, 99s).
- D. Infrastructure Improvements
  - 1. Underground geothermal heating and cooling system.
    - a. No less than 100,000 sf of radiant subsurface snowmelt system
  - 2. Infrastructure to connect and collect energy from the Aspen/Pitkin County MicroGrid project.
  - 3. Electric vehicle charging stations.

E. Provision of required Facilities, activities and services by S-FBOs as sublessees (not assignees):

- 1. Generally, and as limited in these Minimum Standards, S-FBOs are encouraged to be tenants of FBOs and to share space and Facilities. The Airport will consider requests for reduction in total minimum square-footage requirements for combined operations (i.e., an S-FBO tenant need not duplicate Facilities such as restrooms, customer lounge, etc., if its sublease includes the right to use the FBO's Facilities.) All FBO/S-FBO subleases are subject

to the prior express written consent of the Board of County Commissioners. (*Ord. 00-47 § 1 (part), Exh. A § II(A)*)

F. Hours of Operation. Facilities open to the public operated by any FBO and S-FBO shall remain open between 6 a.m. (local time) and 9 p.m. (local time) or the time of the last scheduled Airline operation, seven days each week. (*§ 10.40.020 repealed reenacted Ord. 028-05*)

#### 10.40.30: PERMITTED FACILITIES, ACTIVITIES AND SERVICES

The following Facilities, activities and services, as defined and limited in these Minimum Standards, are determined to be “permitted”:

- A. FBO Facilities.
  - 1. Within the existing required GA terminal: underground Motor Vehicle Parking.
  - 2. Additional Aircraft tie-down areas.
- B. GA Facilities.
  - 1. T-Hangar Facility.
  - 2. S-FBO Facility.
- C. Services.
  - 1. Fueling and lubricating: Motor Vehicle Fuel (incidental to on-Airport aeronautical uses).
  - 2. Line services: Aircraft waxing/detailing.
  - 3. Aircraft airframe and general Maintenance provided that:
    - a. Such permitted activities are incidental to Required Services and Activities; and
    - b. Such permitted activities do not add to Airport impacts, in excess of required activities, in the areas of noise, Traffic or hazardous materials or other potential environmental degradation.
  - 4. Customer services:
    - a. Catering/snack bar (limited kitchen Facilities);
    - b. Agent for on-airport rental car operator(s);
    - c. Courtesy phone system.
  - 5. Flight services:
    - a. Medical air transportation;
    - b. Aerial photo/survey/mapping;
    - c. Air freight;
    - d. Sightseeing flights.
  - 6. Services to Air Carriers:
    - a. Fueling;
    - b. Ground handling;
    - c. Baggage handling.
  - 7. Management of S-FBO Facility.
  - 8. Management of de-ice facility as part of Pitkin County oversight.
  - 9. Fuel farm operation and management.

10. Sublease to S-FBOs:

- a. Charter services utilizing Aircraft with no more than thirty (30) passenger seats;
- b. Balloons;
- c. Gliders;
- d. Air freight/express mail.

*(§ 10.40.030 repealed reenacted Ord. 028-05)*

10.40.40: ADDITIONAL FACILITIES, ACTIVITIES AND SERVICES

The following Facilities, activities and services, as defined in these Minimum Standards, are determined to be “additional”:

A. FBO Facilities.

1. General aviation terminal space in excess of ten thousand (10,000) square feet of commercial floor area; or the following uses:

- a. Restaurant (full kitchen);
- b. Gift shop;
- c. Executive conference rooms.

2. Clear-span hangar space in excess of fourteen thousand four hundred (14,400) square feet of commercial floor area.

3. Maintenance hangar/shop space in excess of five thousand (5,000) square feet of commercial floor area.

4. Paved, uncovered Aircraft area in excess of two hundred eighty thousand (280,000) square feet (est.).

5. Tie-down area in excess of fifty-five thousand (55,000) square feet or fifty (50) spaces.

6. Paved, uncovered Motor Vehicle Parking in excess of sixty (60) standard size spots (or covered, secured Motor Vehicle Parking).

B. GA Facilities.

1. S-FBO or T-Hangars in numbers, types or square footage in excess of those permitted above.

2. Executive Aircraft storage hangars.

3. Airport or aviation-related office space in excess of that required or permitted above or for non-FBO or non-S-FBO purposes.

C. Services.

1. Fueling and lubricating.

2. Line services: all services not expressly defined as “required” or “permitted” in this chapter.

3. Major airframe/engine repair and inspection including, without limitation:

- a. Airframe/engine repair;
- b. Avionics inspection/repair/sales;

- c. Aircraft refurbishment/painting;
- d. Propeller shop;
- e. All services not expressly defined as “required” or “permitted” in this chapter.
- 4. Customer services:
  - a. Full service restaurant;
  - b. All services not expressly defined as “required” or “permitted” in this chapter.
- 5. Flight services:
  - a. Air Carrier operation requiring certificate of public convenience and necessity;
  - b. Air Taxi/Charter operation utilizing any Aircraft with more than thirty (30) passenger seats;
- c. Banner and aerial advertising;
- d. All services not expressly defined as “required” or “permitted” in this chapter.
- 6. Unclassified services:
  - a. Military Aircraft Fueling/handling contract services;
  - b. For-profit capital investment/development for third parties.
- D. All other Facilities, activities and/or services not expressly defined as “required” or “permitted” in this chapter. (*§ 10.40.040 repealed reenacted Ord. 028-05*)

**10.41. RESERVED**

**10.42. RESERVED**

**10.43. RESERVED**

**10.44: MINIMUM STANDARDS AND REQUIREMENTS FOR INDIVIDUAL AERONAUTICAL SERVICES AND ACTIVITIES FOR COMMERCIAL AERONAUTICAL OPERATORS**

Sections:

- 10.44.10 LISTING OF AERONAUTICAL ACTIVITIES AND SERVICES.
- 10.44.20 COMMON STANDARDS.
- 10.44.30 COMPLIANCE WITH MINIMUM STANDARDS FOR EACH AERONAUTICAL ACTIVITY OR SERVICE REQUIRED
- 10.44.40 AIRCRAFT FUELING AND LUBRICATING
- 10.44.50 AIRCRAFT LINE SERVICES.
- 10.44.60 MINOR AIRCRAFT AIRFRAME AND ENGINE INSPECTION, MAINTENANCE AND REPAIR — INCIDENTAL PARTS AND ACCESSORIES

- 10.44.70 GENERAL AVIATION CUSTOMER SERVICES
- 10.44.80 AIR TAXI/CHARTER
- 10.44.85 FAR PART 91 OPERATORS
- 10.44.90 FLIGHT TRAINING
- 10.44.100 AIRCRAFT RENTAL
- 10.44.110 AIRCRAFT MANAGEMENT
- 10.44.120 SPECIALIZED COMMERCIAL FLYING SERVICES
- 10.44.130 SERVICES TO AIR CARRIERS
- 10.44.140 MANAGEMENT OF S-FBO FACILITY—PROVISION OF SUBLEASE SPACE TO S-FBOS.
- 10.44.150 MANAGEMENT OF T-HANGAR FACILITY/PATIO SHELTERS
- 10.44.160 MANAGEMENT OF DE-ICE FACILITY
- 10.44.170 FUEL FARM OPERATION AND MANAGEMENT
- 10.44.180 SERVICES TO LOCAL AVIATION COMMUNITY
- 10.44.190 MAJOR AND SPECIALIZED AIRCRAFT AIRFRAME AND ENGINE REPAIR SERVICES (RADIOS, PAINTING, UPHOLSTERY, PROPELLERS, INSTRUMENTS AND ACCESSORIES)
- 10.44.200 AIRCRAFT SALES (NEW AND/OR USED)

#### 10.44.10: LISTING OF AERONAUTICAL ACTIVITIES AND SERVICES

The following aeronautical activities or services, as further defined herein, are determined to be Commercial Aeronautical Activities and may be provided, as limited herein, by Commercial Aeronautical Operators at the Airport:

- A. Aircraft Fueling and lubricating;
- B. Aircraft line services;
- C. Minor Aircraft airframe and engine inspection, Maintenance and repair; incidental parts and accessories;

- D. General aviation customer services;
  - E. Air Taxi/Charter;
  - F. Flight training;
  - G. Aircraft rental;
  - H. Aircraft management;
  - I. Specialized commercial flight services;
  - J. Services to Air Carriers;
  - K. Management of S-FBO Facility;
  - L. Fuel farm operation and management;
  - M. Services to the local aviation community;
  - N. Major and specialized Aircraft airframe and engine repair services (radios, painting, upholstery, propellers, instruments, accessories, etc.);
  - O. Aircraft sales (new and/or used).
- (§ 10.44.010 repealed reenacted Ord. 028-05)***

#### 10.44.20: COMMON STANDARDS

A. With respect to each individual activity or service described hereinbelow, if provided, the following requirements shall be incorporated by reference within the respective referenced subsections for each activity or service provided:

1. Commercial Services and Activities. An Operator shall provide the services or activities described in the respective section hereinbelow (including the availability for sale of any products or materials inherent in the provision of such services or activities and the provision of capital Improvements, Equipment and Personnel to the scope of services/standards and certifications described below) to or for the benefit of GA Aircraft to at least the minimum levels or amounts described hereinbelow or, if greater, to the levels or amounts that are the Commercially Reasonable Minimums to serve the Typical Range Of GA Aircraft Frequenting The Airport. "Typical Range Of GA Aircraft Frequenting The Airport" means a formal determination to be made from time to time by the Airport Director in his or her reasonable discretion based on a compilation, comparison and a statistical analysis of bell curve graphs representing the following: the numbers and amounts of Fuel purchases per Aircraft type; the numbers and landing weights of operations per Aircraft type; based Aircraft per type; overnight tiedowns, Parking and hangar storage per Aircraft type; Maintenance requests and FBO revenues per Aircraft type.

2. No Operator shall engage in any type of Commercial Aeronautical Activity or service at the Airport without first obtaining a written Agreement from the County authorizing such Commercial Aeronautical Activity in accordance with specifications established by the County. Agreements shall be for a term to be mutually agreed upon between the parties with due consideration for the financial investment and the need to amortize improvements to the leasehold. Agreements shall include all provisions required by law and obligations placed

upon the County by all federal and State agencies and any other contracting provisions deemed necessary by the County.

3. Capital Improvements. An Operator shall develop, construct and/or install (or, with respect to existing Improvements, secure the right to occupy and use such Improvements as an airport LLP), the capital Improvements described herein below, including Buildings and associated Facilities.

a. Such capital improvements shall be built or installed to development standards established by the County and maintained to professional standards.

b. Such capital improvements shall be required to comply with the architectural and engineering standards or requirements promulgated by the County and/or the Airport, as they may be modified or amended from time to time, except to the extent they conflict with FAA requirements, in which case FAA requirements shall control.

c. The capital improvements shall be submitted to the County, in advance of any work performed, all plans, designs, specifications, shop drawings or suitable sketches for the County's approval. The Operator will work collaboratively with the County to ensure that the design, functionality, and ongoing operations are consistent with County's Organizational Values, BOCC Resolution 105-2020, and applicable Federal Regulations. The Operator is responsible for all costs associated with the planning, design, and construction of the capital improvement, including the demolition of any existing facilities.

d. The Operator will work in partnership with the County on the construction of new facilities. All plans and designs will require approval of the County for standards, aesthetics, character, operation and location. The Operator shall be responsible for completing, preparing, and submitting all applications, plans, and other documentation from all applicable governmental authorities, including the County, and securing all permits and approvals necessary to construct and operate on the, including payment of any applicable permit and impact fees or other similar costs.

e. The Operator may be required to prepare and submit environmental documentation in accordance with all applicable FAA and National Environmental Policy Act regulations. Satisfactory compliance and regulatory determinations (if applicable) will be required prior to construction. All costs associated with environmental evaluation and compliance will be the sole responsibility of the Operator.

f. The Operator shall cause all improvements to be lien free, completed at the Operator's cost in a workmanlike manner and in compliance with all applicable laws.

g. FBO Facilities must be constructed and operated so as to achieve LEED Zero certification or other such sustainable design guidelines and practices acceptable to the County. LEED certification shall be achieved using the relevant LEED rating system as established by the U.S. Green Building Council and administered by Green Building Certification, Inc. The Operator may be required to submit periodic documentation certifying that the new FBO Facilities continue to operate in accordance with LEED Zero requirements. Should the County

approve use of other sustainable design guidelines and practices, the Operator may be required to submit periodic documentation to the County evidencing ongoing conformance with such other sustainable design guidelines and practices.

h. The Operator shall operate its Business in such a manner as to be an industry model for future GA service providers, in both its design and operation. Therefore, as part of the opportunity to provide FBO services at the Airport, the following aspects must be incorporated by the Operator into new facilities:

1. Unique and distinctive architectural elements to maintain, enhance, and reflect the local character, culture, and heritage of the City of Aspen and Pitkin County

2. Design features to ensure Carbon Neutral/Net Zero attainment including the use of sustainable elements: solar, passive solar, geothermal, electrification of ground equipment.

This will include conformance with:

- a. LEED Zero Carbon
- b. LEED Zero Energy
- c. LEED Zero Water; and
- d. LEED Zero Waste

or other such sustainable design guidelines and practices acceptable to the County.

3. Achieve carbon offset of fuel based on each gallon of fuel sold (Not to be considered as part of the Carbon Neutral/ Net Zero calculation)

4. Offer rental vehicles for GA clientele of which 50% must be electric with a plan to move to 100% electric by 2033.

5. Provide infrastructure to support electric ground vehicles (Reduce and/or eliminate the use of fossil fueled powered ground service equipment)

6. Dispose of used deicing fluid, including adequate facilities to capture and store the fluid

7. Design and operate the Premises to minimize operational (noise and emissions) and visual impacts to off-airport and surrounding land uses

8. Provide infrastructure to support minimal use of Aircraft APU including the limiting of Aircraft APU operation to no more than 15- minutes prior to Aircraft's departure and 15-minutes following Aircraft's arrival.

9. Offer the capacity and infrastructure anticipated to meet the needs of electric Aircraft and eVTOL Aircraft.

10. Provide a Fuel farm facility that will have suitable storage and include provisions for Sustainable Aviation Fuel including sustainable JetA, NoLead/Ultra Low Lead AvGas, and bio/sustainable fuels for ground equipment and vehicles (unless 100% electric).

11. Offer GA Apron facilities configured to minimize "drop and go" operations and implement and manage International Civil Aviation Organization Aircraft parking and spacing standards.

12. Infrastructure to access, use, and partner with the proposed Airport MicroGrid.

a. Prior to any construction, the Operator shall deliver to the County, Performance and Payment bonds in an amount equal to One Hundred percent (100%) of the respective Contract price, the cost of which shall be paid for by the Operator unless otherwise stipulated

by both parties and documented in writing. Such bonding shall be drawn in a form and from such company as approved by the County, shall guarantee the faithful performance of necessary construction and completion of improvements in accordance with the approved plans and specifications, and shall indemnify, defend and hold harmless the County and the Operator, as their interests may appear, their officers, employees and agents against any losses and liability, damages, expenses, claims and judgments caused by or resulting from any failure of Operator's contractor to perform completely the work described therein, and otherwise be in compliance with all applicable federal, State, and/or local requirements. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. Said bond shall guarantee payment of all wages for labor and services engaged and of all bills for materials, supplies and equipment used in the performance of any such construction contract, and shall include all legal, architectural, engineering, and other "soft costs" related to such construction. These bonding requirements shall apply equally to all construction projects for the duration of the agreement term, with any additions or alterations to be documented as amendment(s) to the original agreement.

b. Such capital Improvements shall be on land owned by the County and subject to an LLP agreement with the County under terms and conditions standard for the classification of LLP and rental rates that are at the greater of: a minimum rent/fee structure established by the annual airport rate-making process or the then-current market rates/fees established by Procurement Action.

4. Operators shall comply with applicable federal, State, and local laws, and all regulations, orders, certificates or Permits required by the FAA, TSA, the EPA, local fire regulations, and any other federal, State, or local agencies and successors having jurisdiction over the Airport and the activities at the Airport, as may change from time to time.

5. Equipment. At all times that an Operator is required or permitted to provide the activity or service described herein, it shall provide and maintain, at their sole cost and expense, all equipment, Facilities, and Aircraft necessary to provide the required Commercial Aeronautical Activity and level of performance in a clean, safe condition and first-class operating manner.

6. Scope of Services/Standards. At all times that an Operator is required or permitted to provide the activity or service described herein, it shall provide the activity or service under the terms or to the levels and amounts described herein. All activities and services hereunder shall be provided in a safe, professional and environmentally-responsible manner.

7. Personnel. At all times that an Operator is required or permitted to provide the activity or service described herein, it shall provide well-trained and properly supervised Personnel who conduct themselves at all times in a safe, courteous and business-like manner and shall be provided in numbers and with certifications under the terms or to the levels described herein.

8. Certifications. At all times that an Operator is required or permitted to provide the activity or service described herein, it shall provide the appropriate licenses and/or certificates under

the terms or to the levels described herein for the applicable Personnel, Facilities, activities or services.

9. Insurance. At all times that an Operator performing services under this category, the Operator shall purchase and, for the period of operations hereunder, maintain insurance in the types, amounts and forms enumerated in the document entitled "Minimum Insurance Requirements" as published by the County Risk Manager, and as the same may be modified from time to time by the BOCC (unless expressly amended in a written lease, license or permit approved by the BOCC), and any additional coverages or amounts as specified below.

B. Duplication of Standards for Subleases. All Minimum Standards and requirements for all individual activities and services must be maintained at all times by individual Operators. However, whenever an S-FBO is subleasing FBO space, the County will consider, upon prior express written application from the S-FBO and FBO, a request to reduce the standards and requirements if the strict application of the standards and requirements would result in an unnecessary duplication of Facilities or services. Any such reduction must be supported by a sublease in which the FBO continues to be primarily liable to the County for compliance with the Minimum Standards. All such subleases must receive prior express written approval from the BOCC. (*§ 10.44.020 repealed reenacted Ord. 028-05*)

#### 10.44.30: COMPLIANCE WITH MINIMUM STANDARDS FOR EACH AERONAUTICAL ACTIVITY OR SERVICE REQUIRED

With respect to each of the individual aeronautical activities or services, an Operator, whether FBO or S-FBO, shall meet the following Minimum Standards and requirements for each activity or service provided, as set out in the following sections. To the extent that an Operator can be classified under more than one category (for example, a flight school that also rents Aircraft), that Operator must comply with the more restrictive or demanding standards. (*§ 10.44.030 repealed reenacted Ord. 028-05*)

#### 10.44.40: AIRCRAFT FUELING AND LUBRICATING

- A. Commercial services and activities: Aircraft Fueling and lubricating.
- B. Capital Improvements:
  - 1. Underground storage tanks (USTs) or above-ground storage tanks (ASTS) serving no less than the following minimum amounts and types of fuel storage:
    - a. 100,000 gal SAF/JetA
    - b. 12,000-gal Av Gas
    - c. 2,000-gal Renewable Diesel
    - d. 2,000-gal Auto Fuel
    - e. Glycol storage
    - f. Sustainable Aviation Fuel (SAF)

- g. eVTOL when commercially viable
- h. All Fuel storage tanks must be in compliance with all applicable federal, state, and local laws and regulations including permanent-type installation, leak detection system installation, and spill containment measures;
  - 2. Associated concrete approaches and Parking areas designed, constructed and maintained to support the typical tanker Trucks and required dispensing Trucks servicing the facility;
  - 3. Associated collision guards, fences, lighting and other security Improvements;
  - 4. Associated Facilities for the storage and handling of lubricants.
- C. Equipment:
  - 1. One metered filter-equipped dispenser, fixed or mobile, for each grade of aviation Fuel;
  - 2. Late-model mobile Fuel dispensing Trucks in sufficient numbers to have a total of two thousand two hundred (2,200) gallon capacity for each grade or brand of Jet A and seven hundred fifty (750) gallon capacity for each grade or brand of Avgas, with reliable marking devices approved by the Federal Aviation Administration;
  - 3. Electrical grounding Facilities at Fueling locations to eliminate the hazards of static electricity;
  - 4. Approved types of fire extinguishers or other Equipment commensurate with the hazard involved with Fueling, defueling, and servicing Aircraft.
  - 5. Facilities to change engine oil and properly store and recycle the used oil.
- D. Scope of Services/Standards.
  - 1. The sale and into-plane delivery of aviation Fuels, lubricants and other related petroleum products to GA Aircraft shall be available from 0600 hours. to 2300 hours local every day of the calendar year.
  - 2. Operator shall maintain an adequate inventory of at least one brand and two generally accepted grades of aviation Fuel (Jet A and low-lead Avgas), engine oil and lubricants. The Operator shall demonstrate, to the satisfaction of the County, a written, long-term, commercially reasonable agreement with a reputable national-brand aviation gasoline and lubricant distributor to permit the Operator to purchase Fuel and oil for resale in such quality and quantities as are necessary to meet the requirements set forth herein.
  - 3. 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 Operator. The Operator shall maintain current Fuel reports of the quality of Airline standards on file and available for auditing at any time by the Airport Director or the Federal Aviation Administration.
  - 4. The sale of Fuel and lubricants and the provision of related services shall be conducted in a safe and environmentally-responsible manner at all times.
- E. Personnel: two line service Personnel or minimum to meet applicable safety codes and regulations, whichever is greater.
- F. Certifications.

1. Line service Personnel providing this activity of service shall be trained including current certification, for Fueling, defueling, quality assurance, fire safety, and hazardous material handling as required by federal, state and local government, and in accordance with NFPA standards.

2. All Fueling services and systems shall be subject to inspection for fire and other hazards by the Airport Director or other representative of the County and the appropriate state and local fire agency. Operator shall meet all applicable fire codes: federal, state and local laws, statutes, ordinances, rules and regulations pertaining to fire safety, including proper fire protection, electrical grounding and fire suppression.

3. Operator shall administer its Equipment and Facilities to comply with the spill control and containment plan.

G. Insurance. Insurance provided for this activity or service shall include the coverages in the types, amounts and forms enumerated in the document entitled "Minimum Insurance Requirements" as published by the County Risk Manager, and as the same may be modified from time to time by the BOCC (unless expressly amended in a written lease, license or permit approved by the BOCC). (*§ 10.44.040 repealed reenacted Ord. 028-05*)

#### 10.44.50: AIRCRAFT LINE SERVICES

##### A. Commercial Services and Activities:

1. Ground Traffic direction and control;
2. Parking/tie-down/hangar storage, over-night and long-term;
3. Loading, unloading and towing;
4. De-icing services;
5. Engine pre-heating;
6. Oxygen;
7. Starting (GPU/APU). The Operator shall endeavor to limit the use of ground support equipment to no more than 15-minutes prior to an Aircraft's departure and no more than 15-minutes following an Aircraft's arrival ;
8. Tire inflation and repair;
9. Battery and electrical service;
10. Dry nitrogen for landing gear inflation;
11. Cleaning; interior and exterior;
12. Waste disposal;
13. Potable water.
14. Aircraft removal and assistance to disabled Aircraft

B. Capital Improvements. Operator will provide a hangar of fourteen thousand four hundred (14,400) square feet of interior floor area with a door height of twenty-eight (28) feet to accommodate repairs that can be made given this height limitation

##### C. Equipment.

1. Ground Traffic Direction and Control.
  2. Parking/Tie-Down/Hangar Storage, Overnight and Long-Term. Operator shall provide a minimum of twenty-eight (28) tie-down Facilities and Equipment, including ropes, chains and other types of restraining devices, and wheel chocks. Operator shall provide a minimum of fourteen thousand four hundred (14,400) square feet for Aircraft hangar storage.
  3. Loading, Unloading and Towing. FBO shall provide adequate loading, unloading and towing Equipment to safely and efficiently load and unload passengers and baggage and move Aircraft weighing up to one hundred thousand (100,000) lbs.
  4. De-icing services: two (2) mobile de-icing units capable of a five-gallon-per-minute disbursement of heated agent.
  5. A de-ice pad adequate in size to service the typical GA Aircraft frequenting the Airport and capable of the containment and recycling of de-ice fluids.
  5. Engine pre-heating: two mobile units capable of pre-heating the typical reciprocating engine GA Aircraft frequenting Airport.
  6. Oxygen: a minimum supply of one thousand eight hundred fifty (1,850) pounds of compressed aviation oxygen with appropriate filling Equipment.
  7. Starting (GPU/APU): two one thousand five hundred (1,500) amp auxiliary power units for Aircraft starting.
  8. Tire inflation and repair: must provide the minimum Equipment necessary to service the typical GA Aircraft frequenting the Airport.
  9. Battery and electrical service: must provide the minimum Equipment necessary to service the typical GA Aircraft frequenting the Airport.
  10. Dry nitrogen bottle for landing gear inflation: must provide the minimum Equipment necessary to service the typical GA Aircraft frequenting the Airport.
  11. Cleaning, interior and exterior: must provide the minimum Equipment necessary to service the typical GA Aircraft frequenting the Airport.
  12. Waste Disposal. Operator shall provide the necessary Equipment for discharge/replacement of fifty (50) gallons of lavatory waste water. Operator shall provide necessary Equipment for the adequate and sanitary handling, temporary storage and permanent disposal, away from the Airport, of all trash, waste and other materials, including but not limited to used oil, solvents, and other waste. The non-temporary piling or storage of crates, boxes, barrels and other containers will not be permitted within the lease premises.
  13. Potable Water. Operator shall provide approved Equipment for discharge/replacement of potable water systems.
  14. Aircraft removal and assistance to disabled Aircraft: must provide the minimum Equipment necessary to assist and/or remove a disabled Aircraft that is the typical GA Aircraft frequenting the Airport.
- D. Scope of Services/Standards.

1. These services shall be available from 0600 hours to 2300 hours local, every day of the calendar year.

2. The provision of line services shall be conducted in a safe and environmentally-responsible manner at all times.

E. Personnel: two line Personnel.

F. Certifications: line service Personnel certification in fire safety and hazardous material handling as required by federal, State and local law or regulation.

G. Insurance. Insurance provided for this activity or service shall be in types, amounts and form enumerated in the document entitled "Minimum Insurance Requirements" as published by the County Risk Manager, and as the same may be modified from time to time by the BOCC (unless expressly amended in a written lease, license or permit approved by the BOCC. (*§ 10.44.050 repealed reenacted Ord. 028-05*))

#### 10.44.60: MINOR AIRCRAFT AIRFRAME AND ENGINE INSPECTION, MAINTENANCE AND REPAIR—INCIDENTAL PARTS AND ACCESSORIES

A. Commercial services and activities: minor Aircraft airframe and engine inspection, Maintenance and repair; incidental parts and accessories.

B. Capital Improvements: a Building of no more than five thousand (5,000) square feet of interior floor area.

C. Equipment: sufficient Equipment, supplies and parts to acquire and maintain certification as an FAA-approved general maintenance.

D. Scope of Services/Standards. Operator shall provide Minor Repairs, inspections and preventative Maintenance as defined in FAR Part 43, as amended, as follows:

1. These services shall be available during Airport operating hours, five days a week. ;

2. The Operator shall have on duty during the required operating hours at least one Person that is an employee of the Operator and currently certified by the Federal Aviation Administration with rating appropriate to the work being performed and who holds an airframe and power plant (A & P), and an Aircraft inspector rating; and at all other times the Airport is open, the Operator shall have on-call (within sixty (60) minutes notice) at least one Person currently certified A & P by the FAA;

3. Sufficient work space for any Aircraft upon which airframe or engine repairs are being performed;

4. Suitable storage space for Aircraft before and after repair and Maintenance have been accomplished;

5. Adequate shop space to house the Equipment and adequate Equipment and machine tools, jacks, lifts and testing Equipment as required for Maintenance be performed on general Aircraft;

6. Sufficient availability of parts equivalent to that required for certification as an FAA approved general purpose repair station.

E. Personnel: one Person currently certified by the Federal Aviation Administration with ratings appropriate to the work being performed.

F. Certifications: as referenced in subsection (D)(2) of this section.

G. Insurance. Insurance provided for this activity or service shall be in the types, amounts and forms enumerated in the document entitled "Minimum Insurance Requirements" as published by the County Risk Manager, and as the same may be modified from time to time by the BOCC, and, in addition the following types in amounts as shall be determined by the County Risk Manager:

1. Aircraft liability;
2. Hangar keeper's liability, including taxiing, as applicable. (Ord. 00-47 § 1 (part), Exh. A § III(C)(3))

H. Nothing herein is intended to preclude the owner of any Aircraft or his or her employees from maintaining or repairing such Aircraft or subject an owner performing maintenance or repairs to comply with this section. Any Operator that is not an employee of an Aircraft owner shall comply with this section. (~~§ 10.44.060 repealed reenacted Ord. 028-05~~)

#### 10.44.70: GENERAL AVIATION CUSTOMER SERVICES

A. Commercial services and activities:

1. Customer services;
2. Pilot flight planning Facilities;
3. Pilot and crew services;
4. Administrative services;
5. Ground transportation services;
6. Food/beverages services;
7. Baggage porter services;
8. Concierge services;
9. Motor Vehicle Parking.

B. Capital Improvements. GA terminal between 5,000 and 10,000 sq.ft of commercial floor area, including:

1. Customer service counter: an area for the efficient transaction of Aircraft line service, customer service and crew service requests;
2. Customer lounge/restrooms: convenient, clean and attractive lounge area and restrooms;
3. Pilot flight planning Facilities: flight planning Facilities including table surfaces, telephone service, and computerized weather data service;
4. Pilot and crew lounge/restrooms: lounge and restroom Facilities;
5. Administrative offices: on-site offices for FBO management.

C. Equipment:

1. Unicom radio system;
2. Computer systems necessary to support the following functions:
  - a. Point-of-sale ability,
  - b. Accounts payable,
  - c. Weather data/flight planning;
3. Communications infrastructure necessary to support the following functions:
  - a. Communication with Operator,
  - b. For use by customers/crew;
4. Telephones necessary to support customer and crew usage;
5. Two electric, late-model, courtesy Vehicles for Pilot and crew use; minimum seating of four passengers/Vehicle;
6. One Vehicle to move passengers/baggage between Aircraft and GA terminal and Motor Vehicle Parking;
7. One electric, late-model, courtesy Vehicle with Driver; minimum seating of six (6) passengers with baggage.

D. Scope of Services/Standards. The following services shall be available from 0600 hours until 2300 hours local, every day of the calendar year.

1. Administrative Services. Operator will provide, at a minimum, an accounts payable service for Operator's GA accounts.
2. Ground transportation services: from the Airport to the final destination of those Persons flying into the Airport, including a courtesy Vehicle service.
3. Food/beverage service: food and beverage vending machines and availability of catering service.
4. Porter Services. Operator shall provide or arrange for the provision of porter services to/from Aircraft and Vehicles. Porter services must be available with sufficient staffing to porter baggage to/from Aircraft to ground Vehicles at a level required to meet demand during peak periods.
5. Concierge Services. Operator shall provide or arrange for the provision of concierge services for its customers, including scheduling and arrangements for lodging accommodations, limo, taxi, rental car, dinner reservations, and catering, etc.
6. Motor Vehicle Parking: A minimum of sixty (60) hard surfaced, on-site auto Parking space with suitable accommodations for automobiles, and a paved Aircraft apron, all within the leased area sufficient to accommodate the Operator's permitted activities and operations shall be provided.

E. Personnel: One counter Person.

F. Certifications: training in customer service.

G. Publicly accessible website providing the following information:

1. List of services available and offered at the location;
2. Current and updated fees; charges for goods, products, and services;

3. Current and updated fees and charges associated with temporary surcharges and/or event/special fees;

4. Local Contact information.

G. Insurance. Insurance provided for this activity or service shall be in the types, amounts and forms enumerated in the document entitled "Minimum Insurance Requirements" as published by the County Risk Manager, and as the same may be modified from time to time by the BOCC, including the following types:

1. Aircraft liability,
  - a. Bodily injury,
  - b. Passenger liability,
  - c. Property damage;
2. General liability;
3. Hangar keeper's liability, including taxiing, as applicable;
4. Products liability
5. Automobile liability (as applicable);
6. Pollution liability (as applicable);
7. Workers Compensation; and
8. Umbrella/Excess coverage.

All policies shall (i) name the County, the BOCC, and the County's and Airport's employees and agents as additional insureds; (ii) include a waiver of subrogation provision; (iii) be primary and non-contributory; (iv) have an A.M. Best Rating of A-VII or better; and (v) include provisions requiring that the Airport be provided no less than 30 days prior written notice of policy cancellation, except that 10 days notice may be given for cancellation due to non-payment.. (§ 10.44.070 repealed reenacted Ord. 028-05)

#### 10.44.80: AIR TAXI/CHARTER

A. Commercial services and activities: Air Taxi/Charter.

B. Capital Improvements:

1. Office space of no less than one-hundred fifty (150) square feet of floor space for (2) two 14 CFR Part 135 operators, including space for storage, administration, restrooms, customer lounge and telephones Facilities for customer use

2. Asphalt or cement-paved surfaced, on-site auto Parking space with suitable accommodations for automobiles;

3. A paved Aircraft Apron all within the leased area and sufficient to accommodate the Air Taxi/Charter's activities and operations.

C. Equipment. Aircraft to be utilized shall be no less than one airworthy Aircraft suitably equipped for meeting all the requirements of the FAA with respect to the type of operation to be performed.

D. Scope of Services/Standards. The Operator shall have these services available from 0600 hours to 2300 hours local, every day of the calendar year.

E. Personnel. The Operator shall have in his or her employ and on duty during the required operating hours, trained Personnel in such numbers that are required to meet the Minimum Standards set forth in this category in an efficient manner and otherwise appropriately rated by the FAA, to permit the flight activities offered by Air Taxi/Charter. The Operator shall have available sufficient qualified operating crews and a satisfactory number of Personnel for checking in passengers, handling of luggage, ticketing and for furnishing or arranging for suitable ground transportation. Any prospective Operator shall provide reasonable assurance of a continued availability of qualified operating crews and approved Aircraft within a reasonable or specified maximum notice period.

F. Certifications.

1. The Air Taxi/Charter shall hold a Part 135 Certificate issued by the FAA, and Pilots shall be certificated as referenced in subsection E of this section;

2. Experienced and familiar with mountain flying.

G. Insurance. The Air Taxi/Charter performing the services under this category shall purchase and, for the period of operations hereunder, maintain insurance in the types, amounts and forms enumerated in the document entitled "Minimum Insurance Requirements" as published by the County Risk Manager, and as the same may be modified from time to time by the BOCC (unless expressly amended in a written lease, license or permit approved by the BOCC), including the following:

1. Aircraft liability,
  - a. Bodily injury,
  - b. Passenger liability,
  - c. Property damage;
2. Hangar keeper's liability, including taxiing, as applicable;
3. Products liability
4. Automobile liability (as applicable);
5. Pollution liability (as applicable);
6. Workers Compensation; and
7. Umbrella/Excess coverage.

All policies shall (i) name the County, the BOCC, and the County's and Airport's employees and agents as additional insureds; (ii) include a waiver of subrogation provision; (iii) be primary and non-contributory; (iv) have an A.M. Best Rating of A-VII or better; and (v) include provisions requiring that the Airport be provided no less than 30 days prior written notice of policy cancellation, except that 10 days notice may be given for cancellation due to non-payment.. (~~§ 10.44.010 repealed reenacted Ord. 028-05~~)

#### 10.44.85: FAR PART 91 OPERATORS

A. Operator shall make available office and hold space for two 14 CFR FAR Part 91 Operators and their aircraft on the East Side.

B. No FAR Part 91 Operations or Operator may be allowed to operate from a rented tie-down space.

C. Scope of Services/Standards. The FAR Part 91 Operator shall have these services available from 0600 hours 2300 hours to local, every day of the calendar year.

D. Personnel. The FAR Part 91 Operator shall have in his or her employ and on duty during the required operating hours, trained Personnel in such numbers that are required to meet the Minimum Standards set forth in this category in an efficient manner and otherwise appropriately rated by the FAA, to permit the flight activities offered by FAR Part 91 Operators. The FAR Part 91 Operator shall have available sufficient qualified operating crews and satisfactory number of Personnel for checking in passengers, handling of luggage, ticketing and for furnishing or arranging for suitable ground transportation. The FAR Part 91 Operator shall provide reasonable assurance of a continued availability of qualified operating crews and approved Aircraft within a reasonable or specified maximum notice period.

E. Certifications.

1. The FAR Part 91 Operator shall hold a Part 91 Certificate issued by the FAA, and Pilots shall be certificated as referenced in subsection E of this section;

2. FAR Part 91 Pilots shall be experienced and familiar with mountain flying.

G. Insurance. The FAR Part 91 Operator performing the services under this category shall purchase and, for the period of operations hereunder, maintain insurance in the types, amounts and forms enumerated in the document entitled "Minimum Insurance Requirements" as published by the County Risk Manager, and as the same may be modified from time to time by the BOCC (unless expressly amended in a written lease, license or permit approved by the BOCC), including the following types:

1. Aircraft liability,

a. Bodily injury,

b. Passenger liability,

c. Property damage;

2. Hangar keeper's liability, including taxiing, as applicable;

3. Products liability

4. Automobile liability (as applicable);

5. Pollution liability (as applicable);

6. Workers Compensation; and

7. Umbrella/Excess coverage.

All policies shall (i) name the County, the BOCC, and the County's and Airport's employees and agents as additional insureds; (ii) include a waiver of subrogation provision; (iii) be primary and non-contributory; (iv) have an A.M. Best Rating of A-VII or better; and (v) include provisions requiring that the Airport be provided no less than 30 days prior written notice of

policy cancellation, except that 10 days notice may be given for cancellation due to non-payment.

#### 10.44.90: FLIGHT TRAINING

A. Commercial Services and Activities. A Flight School Operator shall instruct Pilots in dual and solo flight training, in fixed and/or rotary wing Aircraft, in land Aircraft, and provide such related ground school instruction as is necessary preparatory to taking a written examination and flight check ride for the category or categories or Pilots' certificate and rating involved.

B. Capital Improvements:

1. Operator shall continue to make available office and hold space for the Flight School and two Flight School Aircraft.

2. Operator shall provide classroom, briefing room, Pilot lounge, restrooms and telephone Facilities for customer use;

3. Minimum of two (2) asphalt or cement-paved surfaced, on-site automobile outdoor parking spaces, and a paved Aircraft Apron all within the leased area and sufficient to accommodate the Flight School Operator's activities and operations shall also be provided;

4. No less than five (5) vehicle charging stations.

5. No flight training operations nor Flight School Operator may be allowed to operate from a rented tie-down space.

C. Equipment.

1. Not less than one airworthy Aircraft suitably equipped for and meeting all the requirements of the FAA with respect to the type of operation to be performed;

2. Flight simulator capable of simulating Instrument Flight Rules (IFR) flight in a reciprocating-engine Aircraft.

D. Scope of Services/Standards.

1. The Flight School Operator shall have his or her services available eight hours daily in the Flight School Operator's commercially-reasonable discretion, during the period from 0600 hours to 2300 hours local, every day of the calendar year;

2. Office, classroom and briefing room space required for 14 CFR Part 61 flight training including flight simulator, mark-ups, pictures, slides, film strips and other visual training aids;

3. The Flight School Operator shall have, and make for sale to the public, flight training textbooks, manuals and other miscellaneous Pilot supplies such as plotters, computers, etc.

E. Personnel.

1. The Flight School Operator shall have available, on a full-time basis, at least one flight instructor who is currently certificated by the Federal Aviation Administration to provide the type of flight training offered. Such flight instructor(s) shall additionally be experienced and familiar with mountain flying.

2. The Flight School Operator shall have for call on a part-time basis, at least one ground instructor who is currently certificated by the Federal Aviation Administration to provide the type of ground training offered.

F. Certifications. Any Flight School operation shall be in compliance with 14 CFR Part 61.

G. Insurance. The Flight School Operator performing the services under this category shall purchase and, for the period of operations hereunder, maintain insurance in the types, amounts and forms enumerated in the document entitled "Minimum Insurance Requirements" as published by the County Risk Manager and as the same may be modified from time to time by the BOCC (unless expressly amended in a written lease, license or permit approved by the BOCC) including, the following types:

1. Aircraft liability,
  - a. Bodily injury,
  - b. Passenger liability,
  - c. Property damage;
2. Hangar keeper's liability, including taxiing, as applicable;
3. Products liability (as applicable);
4. Automobile liability (as applicable);
5. Pollution liability (as applicable);
6. Workers Compensation; and

7. Umbrella/Excess coverage. All policies shall (i) name the County, the BOCC, and the County's and Airport's employees and agents as additional insureds; (ii) include a waiver of subrogation provision; (iii) be primary and non-contributory; (iv) have an A.M. Best Rating of A-VII or better; and (v) include provisions requiring that the Airport be provided no less than 30 days prior written notice of policy cancellation, except that 10 days notice may be given for cancellation due to non-payment.

2. Student and renter's liability shall be readily available for purchase by students and renters or Flight School Operators shall provide a signed waiver thereof and release of Operator and County. (~~§ 10.44.090 repealed reenacted Ord. 028-05~~)

#### 10.44.100: AIRCRAFT RENTAL

A. Commercial Services and Activities: Operator Aircraft rental, not incident to flight training.

B. Capital Improvements:

1. Operator shall provide access to restrooms, customer lounge and telephone Facilities for customer use;

2. Paved surfaced, on-site auto Parking space with suitable accommodations for automobiles, and a paved Aircraft Apron.

C. Equipment. The Operator shall have available for rental, either owned or under written lease to Operator, a minimum of one reciprocating engine Aircraft rated less than one hundred fifty (150) h.p. to handle the proposed scope of the operation, and sufficient to provide for the public demand.

D. Scope of Services/Standards.

1. The Operator shall have his or her service available eight hours daily from 0600 hours to 2300 hours local, every day of the calendar year.

2. Aircraft shall be available for rental under commercially reasonable terms and conditions and at commercially reasonable rates and charges.

E. Personnel. The Operator shall have available on a full-time basis, at least one flight instructor who is currently certificated by the FAA to provide Aircraft check-out training services for customers renting Aircraft, including staffing/training adequate to provide customers with a full mountain checkout as defined under 14 CFR Part 91 or 14 CFR Part 61.

F. Certifications.

G. Insurance. The Operator performing the services under this category shall purchase and, for the period of operations hereunder, maintain insurance in the types, amounts and forms enumerated in the document entitled "Minimum Insurance Requirements" as published by the County Risk Manager, and as the same may be modified from time to time by the BOCC (unless expressly amended in a written lease, license or permit approved by the BOCC) including, the following types:

1. Aircraft liability,
  - a. Bodily injury,
  - b. Passenger liability,
  - c. Property damage;
2. Hangar keeper's liability, including taxiing, as applicable;
3. Products liability (as applicable);
4. Automobile liability (as applicable);
5. Pollution liability (as applicable);
6. Workers Compensation; and
7. Umbrella/Excess coverage.

All policies shall (i) name the County, the BOCC, and the County's and Airport's employees and agents as additional insureds; (ii) include a waiver of subrogation provision; (iii) be primary and non-contributory; (iv) have an A.M. Best Rating of A-VII or better; and (v) include provisions requiring that the Airport be provided no less than 30 days prior written notice of policy cancellation, except that 10 days notice may be given for cancellation due to non-payment.

2. Student and renter's liability shall be readily available for purchase by students and renters or Operators shall provide a signed waiver thereof and release of Operator and County.

***(§ 10.44.100 repealed reenacted Ord. 028-05)***

#### 10.44.110: AIRCRAFT MANAGEMENT

A. Commercial Services and Activities. The Aircraft Management Operator shall provide long-term management to Aircraft owners and undertake the Maintenance, repair, charter and renting of the managed Aircraft.

B. Capital Improvements. N/A

C. Equipment. Computer hardware and accounting software adequate to provide comprehensive records of all revenues and expenses of Aircraft management.

D. Scope of Services/Standards.

1. All Aircraft management must be done through bona fide long-term, exclusive management contracts.

2. Management contracts must be written and shall be for terms of least six months and shall be terminable in writing for cause only.

3. Management contracts shall be exclusive and comprehensive covering all aspects of Aircraft operation including, without limitation, fees and charges, insurance, Maintenance, inspection and repair during the period of the contract.

4. Management contracts may be “wet” or “dry,” and with or without crew.

E. Personnel.

F. Certifications.

G. Insurance. The Operator performing the services under this category shall purchase and, for the period of operations hereunder, maintain insurance in the types, amounts and forms enumerated in the document entitled “Minimum Insurance Requirements” as published by the County Risk Manager, and as the same may be modified from time to time by the BOCC (unless expressly amended in a written lease, license or permit approved by the BOCC) including, the following types:

1. Aircraft liability,
  - a. Bodily injury,
  - b. Passenger liability,
  - c. Property damage;
2. Hangar keeper’s liability, including taxiing, as applicable;
3. Products liability
4. Automobile liability (as applicable);
5. Pollution liability (as applicable);
6. Workers Compensation; and
7. Umbrella/Excess coverage.

All policies shall (i) name the County, the BOCC, and the County’s and Airport’s employees and agents as additional insureds; (ii) include a waiver of subrogation provision; (iii) be primary and non-contributory; (iv) have an A.M. Best Rating of A-VII or better; and (v) include

provisions requiring that the Airport be provided no less than 30 days prior written notice of policy cancellation, except that 10 days notice may be given for cancellation due to non-payment.

*(§ 10.44.110 repealed reenacted Ord. 028-05)*

#### 10.44.120: SPECIALIZED COMMERCIAL FLYING SERVICES

##### A. Commercial Services and Activities.

1. Commercial glider operations;
2. Nonstop sightseeing flights that begin and end at the same Airport within a fifty (50) mile radius of Airport;
3. Crop-dusting, seeding, spraying;
4. Aerial photography, survey or mapping;
5. Power line or pipeline patrol;
6. Fire fighting;
7. Any other operations specifically excluded from Part 135 of the Federal Aviation Regulations.

##### B. Capital Improvements.

1. For each of the above-listed activities or services, an Operator shall have access to restrooms, customer lounge and telephone Facilities for customer use.
2. Asphalt or cement-paved surfaced, on-site auto Parking space sufficient to accommodate Operator's activities and operations shall also be provided.
3. In case of crop-dusting, aerial application or other commercial use of chemicals, Operator 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 the Environmental Protection Agency and Colorado Department of Health regulation governing such activities. Operator shall also provide for the safe storage and containment of all chemical material. Such Facilities will be in a location on the Airport which will provide the greatest safeguard to the public.

##### C. Equipment.

1. The Operator shall provide and have based on his or her leasehold, either owned or under written lease to the Operator, not less than one airworthy Aircraft, suitably equipped for, and meeting all the requirements of the Federal Aviation Administration with respect to the type of operation to be performed.
2. In the case of crop-dusting or aerial application, the Operator shall provide tank trucks for the handling of liquid spray and mixing liquids. The Operator shall also provide adequate ground Facilities and Equipment for the safe containment, storage, handling and safe loading of all noxious chemicals and materials in compliance with EPA and Colorado Department of Health.

##### D. Scope of Services/Standards.

1. The Operator must provide, by means of an office or a telephone, a point of contact for the public desiring to utilize Operator's services.

2. The Operator shall have in his or her employ, and on duty during the required operating hours, trained Personnel in such numbers as may required to meet the Minimum Standards herein set forth in an efficient manner, but never less than one Person holding a current Federal Aviation Administration commercial certificate, properly rated for the Aircraft to be used and type of operation to be performed.

E. Insurance. The Operator performing the services under this category shall purchase and, for the period of operations hereunder, maintain insurance in the types, amounts and forms enumerated in the document entitled "Minimum Insurance Requirements" as published by the County Risk Manager and as the same may be modified from time to time by the BOCC (unless expressly amended in a written lease, license or permit approved by the BOCC) including, the following types:

1. Aircraft liability,
  - a. Bodily injury,
  - b. Passenger liability,
  - c. Property damage;
2. Hangar keeper's liability, including taxiing, as applicable;
3. Products liability
4. Automobile liability (as applicable);
5. Pollution liability (as applicable);
6. Workers Compensation; and
7. Umbrella/Excess coverage.

All policies shall (i) name the County, the BOCC, and the County's and Airport's employees and agents as additional insureds; (ii) include a waiver of subrogation provision; (iii) be primary and non-contributory; (iv) have an A.M. Best Rating of A-VII or better; and (v) include provisions requiring that the Airport be provided no less than 30 days prior written notice of policy cancellation, except that 10 days notice may be given for cancellation due to non-payment. (*§ 10.44.120 repealed reenacted Ord. 028-05*)

#### 10.44.130: SERVICES TO AIR CARRIERS

- A. Commercial services and activities: services to Air Carriers.
- B. Capital Improvements: Fuel storage facility, as provided in general aviation Fueling and lubricating services.
- C. Equipment: Equipment as provided in general aviation Fueling and lubricating services or, if greater, applicable Airline standards.
- D. Scope of Services/Standards.

1. Fueling and lubricating sale, and into-plane delivery of aviation Fuels, lubricants and other related petroleum products shall be available from six a.m. to the last Air Carrier operation, every day of the calendar year, upon request by certificated, Scheduled Air Carriers.

2. The Operator shall maintain current Fuel reports of the quality of Airline standards on file and available for auditing at anytime by the Airport Director, or the Federal Aviation Administration.

3. The Air Carrier may provide, subject to the mutual agreement of the parties and consistent with industry custom, separate written service standards, including penalties for nonperformance.

E. Personnel. Operator shall continuously provide at least two line service Personnel from 0600 hours to 2300 hours local, every day of the calendar year..

F. Certifications.

1. Line service Personnel training to include certification for Fueling, defueling, quality assurance, fire safety, and hazardous material handling as required by federal, State and local government.

2. All Fueling services and systems shall be subject to inspection for fire and other hazards by the Airport Director or other representative of the County and the appropriate State and local fire agency. Operator shall meet all applicable fire codes: federal, State and local laws, statutes, ordinances, rules and regulations pertaining to fire safety, including proper fire protection, electrical grounding and fire suppression.

3. Operator shall administer its Equipment and Facilities to comply with the spill control and containment plan.

G. Insurance. The Operator performing the services under this category shall purchase and, for the period of operations hereunder, maintain insurance in the types, amounts and forms enumerated in the document entitled "Minimum Insurance Requirements" as published by the County Risk Manager, and as the same may be modified from time to time by the BOCC (unless expressly amended in a written lease, license or permit approved by the BOCC) including, the following types;

1. General liability;
2. Hangar keeper's liability, including taxiing, as applicable;
3. Products liability
4. Automobile liability (as applicable);
5. Pollution liability;
6. Workers Compensation; and
7. Umbrella/Excess coverage.

All policies shall (i) name the County, the BOCC, and the County's and Airport's employees and agents as additional insureds; (ii) include a waiver of subrogation provision; (iii) be primary and non-contributory; (iv) have an A.M. Best Rating of A-VII or better; and (v) include provisions requiring that the Airport be provided no less than 30 days prior written notice of

policy cancellation, except that 10 days notice may be given for cancellation due to non-payment. (§ 10.44.130 repealed reenacted Ord. 028-05)

#### 10.44.140: MANAGEMENT OF S-FBO FACILITY—PROVISION OF SUBLEASE SPACE TO S-FBOS

A. Commercial services and activities: management of S-FBO Facility/provision of sublease space to S-FBOS.

B. Capital Improvements.

1. Operator shall provide a structure with interior floor area in hangar space and associated administrative and storage space for sublease to S-FBOS.

2. Operator may sublease additional space within other FBO Facilities with prior approval of the Airport Director.

C. Equipment: tenant finish.

D. Scope of Services/Standards.

1. Tenants shall be selected and vacancies filled under procedures established by the BOCC.

2. Terms, conditions and administration shall be fair, equal, commercially reasonable and not unjustly discriminatory.

3. Rental rates and charges shall be on a market basis, taking into consideration the costs of construction and financing, rent and revenues to County, triple net charges to tenants, a reasonable administration fee to the management (not to exceed fifteen (15) percent) and the rental rates and charges for comparable Facilities.

4. Grievance procedure with County.

E. Personnel: one Person designated to handle S-FBO tenant matters.

F. Certifications.

G. Insurance. The Operator performing the services under this category shall purchase and, for the period of operations hereunder, maintain insurance in the types, amounts and forms enumerated in the document entitled “Minimum Insurance Requirements” as published by the County Risk Manager, and as the same may be modified from time to time by the BOCC (unless expressly amended in a written lease, license or permit approved by the BOCC) including, the following types;

1. General liability
2. Hangar keeper’s liability, including taxiing, as applicable;
3. Products liability
4. Automobile liability (as applicable);
5. Pollution liability (as applicable);
6. Workers Compensation; and
7. Umbrella/Excess coverage.

All policies shall (i) name the County, the BOCC, and the County's and Airport's employees and agents as additional insureds; (ii) include a waiver of subrogation provision; (iii) be primary and non-contributory; (iv) have an A.M. Best Rating of A-VII or better; and (v) include provisions requiring that the Airport be provided no less than 30 days prior written notice of policy cancellation, except that 10 days notice may be given for cancellation due to non-payment. (*§ 10.44.140 repealed reenacted Ord. 028-05*)

#### 10.44.150: MANAGEMENT OF T-HANGAR FACILITY/PATIO SHELTERS

- A. Commercial service and activity: management of T-hangar facility.
- B. Capital Improvements: Operator shall provide such structures as may be required by the Airport Director.
- C. Equipment: tenant finish.
- D. Scope of Services/Standards.
  - 1. Provisions customary for landlord services to tenants pursuant to written leases approved in advance by the County; terms, conditions and administration shall be fair, reasonable and not unjustly discriminatory.
  - 2. Tenants shall be selected and vacancies filled under procedures established by the BOCC.
  - 3. Grievance procedure with County.
- E. Personnel: one Person designated to handle S-FBO tenant matters.
- F. Certifications.
- G. Insurance. (*§ 10.44.150 repealed reenacted Ord. 028-05*)

#### 10.44.160: MANAGEMENT OF DE-ICE FACILITY

- A. De-Ice Facility shall be managed and maintained by the Airport.  
(*§ 10.44.160 repealed reenacted Ord. 028-05*)

#### 10.44.170: SERVICES TO LOCAL AVIATION COMMUNITY

- A. Commercial Service and Activity. Operators shall provide free, at-cost or in-kind services and areas to local aviation groups in support of local aviation activities.
- B. Capital Improvements. Operator shall provide a minimum of two hundred (200) square feet of office/meeting/activity space, on an on-call or as-needed basis.
- C. Equipment: computer hardware and software adequate to maintain records of annual assistance and expenditure.
- D. Scope of Services/Standards. Operator shall provide a minimum of twenty thousand dollars (\$20,000.00) annually (retail value of space, services, Equipment, products or supplies) to bona fide groups serving the local aviation community including, without limitation but otherwise subject to the prior written approval of the County, as follows:

1. Airshow;
  2. Air rescue/civil air patrol;
  3. Mountain rescue;
  4. EAA;
  5. 99s.
- E. Personnel: one employee designated to act as liaison/coordinator with approved local groups.
- F. Certifications.
- G. Insurance. (*§ 10.44.180 repealed reenacted Ord. 028-05*)

**10.44.180: MAJOR AND SPECIALIZED AIRCRAFT AIRFRAME AND ENGINE REPAIR SERVICES (RADIOS, PAINTING, UPHOLSTERY, PROPELLERS, INSTRUMENTS AND ACCESSORIES)**

- A. Commercial Services and Activities.
- B. Capital Improvements.
- C. Equipment.
- D. Scope of Services/Standards. Major Repair, Maintenance and inspection services as defined in FAR, Part 43, as amended.
  1. The Operator shall have his or her services available eight hours daily during general aviation operating hours, five days a week.
  2. The Operator shall have in his or her 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 currently certified as Federal Aviation Administration radio, instrument or propeller repairmen.
  3. The avionics portion of the services offered must maintain current the qualifications of Class I and Class II FAA designated general maintenance.
- E. Personnel.
- F. Certifications. The Operator shall maintain, as necessary, the general maintenance certificates as required by the Federal Aviation Administration, which are applicable to the operation or operations contemplated. The Operator may furnish one, or if desired, any combination of the services mentioned above.
- G. Insurance. The Operator performing the services under this category shall purchase and, for the period of operations hereunder, maintain insurance in the types, amounts and forms enumerated in the document entitled "Minimum Insurance Requirements" as published by the County Risk Manager, and as the same may be modified from time to time by the BOCC (unless expressly amended in a written lease, license or permit approved by the BOCC) including, the following types:
  1. General liability;

2. Hangar keeper's liability, including taxiing, as applicable;
3. Products liability (as applicable);
4. Automobile liability (as applicable);
5. Pollution liability (as applicable);
6. Workers Compensation; and
7. Umbrella/Excess coverage.

All policies shall (i) name the County, the BOCC, and the County's and Airport's employees and agents as additional insureds; (ii) include a waiver of subrogation provision; (iii) be primary and non-contributory; (iv) have an A.M. Best Rating of A-VII or better; and (v) include provisions requiring that the Airport be provided no less than 30 days prior written notice of policy cancellation, except that 10 days notice may be given for cancellation due to non-payment. (*§ 10.44.190 repealed reenacted Ord. 028-05*)

#### 10.44.200: AIRCRAFT SALES (NEW AND/OR USED)

- A. Commercial services and activities: direct or brokeraged sales of Aircraft.
- B. Capital Improvements: a minimum of one hundred fifty (150) square feet of floor space, for Aircraft storage and office. Hard surfaced, on-site auto parking space with suitable accommodations for automobiles, and a paved Aircraft apron, all within the leased area and sufficient to accommodate the Operator's activities and operations shall also be provided.
- C. Equipment.
- D. Scope of Services/Standards. The Operator shall have his or her services available on a basis consistent with his or her franchise agreement.
- E. Insurance. The Operator performing the services under this category shall purchase and, for the period of operations hereunder, maintain insurance in the types, amounts and forms enumerated in the document entitled "Minimum Insurance Requirements" as published by the Airport Director, and as the same may be modified from time to time by the Board of County Commissioners (unless expressly amended in a written lease, license or permit approved by the BOCC) including, the following types:
  1. Aircraft liability:
    - a. Bodily injury,
    - b. Passenger liability,
    - c. Property damage;
  2. Hangar keeper's liability, including taxiing: applicable and required in the event the Operator shall elect to service, by himself or herself, the Aircraft sold by him or her, during the guarantee or warranty period. (*§ 10.44.200 repealed reenacted Ord. 028-05*)

**10.45. RESERVED**

**10.46. RESERVED**

**10.47. RESERVED**

## 10.48: ADDITIONAL SERVICES AND FACILITIES

Sections:

10.48.10: SUMMARY OF LAND USE STANDARDS

10.48.10: SUMMARY OF LAND USE STANDARDS

A. Attached to the ordinance codified in this chapter, and incorporated herein by this reference is the adopted land use identification plan for the Airport.

B. Commercial Aeronautical Operators intending to construct Facilities and/or provide services or conduct activities defined herein as “additional” Facilities and services (or as “permitted” Facilities not within the footprint or structure of existing “required” Facilities), first shall be required to apply for all required land-use approvals through the Pitkin County Land Use Code, as it may be amended from time to time. Depending on the Operator’s proposal, these applications may include, without limitation, amendment to the Airport master plan, application for subdivision approval (or exemption from subdivision), for a growth management quota system (GMQS) allotment (or a GMQS exemption), special review (including Highway 82 and scenic foreground review), and H.B. 1041 hazard review. The specific requirements for these applications are contained in the land use code. Generally, however, land-use applications seek to evaluate development proposals and suggest mitigation measures in the following areas:

1. Conformance with Aspen area general plan, Airport zoning and Airport master plan;
2. Conformance with other County, state and federal laws and regulations;
3. Avoidance of natural and man made hazards and resource areas;
4. Avoidance of soil, surficial geologic and radiation hazards;
5. Avoidance of adverse drainage and erosion impacts;
6. Adequate provision for water, sewer and other utilities;
7. Adequate provision for impacts on roads, parking and transportation;
8. Compatibility with historical and archaeological concerns and scenic quality;
9. Compatibility with agricultural lands and operations;
10. Adequate provision for impacts on tax base and government services;
11. Provision of affordable employee housing;
12. Provision for energy conservation;
13. Avoidance of environmental harm, including air, water and noise pollution;
14. Compatibility with existing neighbor-hoods and surrounding land uses.
15. Phasing of growth rate. (*§ 10.48.010 repealed reenacted Ord. 028-05*)

***Title 10 Repealed and Reenacted [Ord. 016-2026, 03-25-2026](#)***

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