



STANDARD

Contract Routing Cover Sheet

Please print and attach to your document

You can view the status of your contract using the [Contract Tracking Status Page](#).

Routing Number	20251205-4724		
Originating Dept	PW - Transportation & Mobility		
Contact Person	Meredith Schleske	Phone Number	303-441-3204
Project Manager / Contract Administrator	Eric Vences	E-mail	vences@bouldercolorado.gov
Counter Parties	City of Boulder		
Contract Title / Type	City Manager Rule - Boulder Municipal Airport		
Number	CRS 41-4-204		
Description	Institutes Primary Compliance and Management Documents for safe, efficient and consistent operation, development and use of Boulder Municipal Airport. Applicable to all users.		
Special Instructions	CAO consultant Luis Toro. Pg 4 combined pdf: 1) CAO approves form, legality 2) City Atty dates/approves 3) City Mgr a) dates/approves substance; b) signs as adopting authority 4) City Clerk dates/signs re publication/denotes re comments received 5) Central Records archives 6) Please send e-copy to Eric Vences, VencesE@bouldercolorado.gov.		
Amount		Expense Type	

✓ Dept. Head Signature John Blythe H Bailey

NOTE; Originating Department: Identify with a check mark all areas document needs to be routed.

- Purchasing _____
- Budget _____
- Sales Tax _____
- ✓ CAO Luis Toro
- ✓ City Manager _____
- ✓ Central Records _____

2-2-16.A(25)

STANDARD (NON-EMERGENCY) REGULATION/RULE

2-2-16.A(25)

RULE ENACTING BOULDER MUNICIPAL AIRPORT PRIMARY COMPLIANCE AND
MANAGEMENT DOCUMENTS

Legal authorities that are the subject of this Rule: Colorado Revised Statutes § 41-4-204

1. PURPOSE: This Rule adopts, implements, and makes enforceable the Primary Compliance and Management Documents necessary for the safe, efficient, and consistent operation, development, and use of the Boulder Municipal Airport (BMA).
2. APPLICABILITY: This Rule applies to all persons, entities, tenants, lessees, commercial operators, and users of the BMA, its facilities, and associated property.
3. ADOPTION AND IMPLEMENTATION OF STANDARDS: The following documents, which govern the operation, use, and development of the BMA, are hereby adopted and incorporated by reference into this Rule. They are attached and made a part of this Rule:
 - A. Attachment A: Rules and Regulations
 - B. Attachment B: Development Standards
 - C. Attachment C: General Aviation Leasing/Rents and Fees Policy
 - D. Attachment D: Commercial Operator Minimum Standards
4. COMPLIANCE: All persons and entities subject to this Rule shall comply with all provisions, standards, policies, and requirements set forth in Attachments A through D. Failure to comply may result in suspension, revocation, and/or prohibition of access or use privileges, engaging in activities, use of the BMA, termination of any Agreement(s), and any other right or remedy available to the City, as detailed in the attached documents or applicable City ordinances.
5. EFFECTIVE DATE: This Rule shall become effective on January 1, 2026.
6. To the extent only of any conflict, this Rule repeals any conflicting Rules or parts of Rules.

*** NOTICE TO THE PUBLIC ***

Rule 2-2-16.A(25)

As adopting authority, on **December 11, 2025** the Boulder City Manager, filed with the city clerk a Rule to establish the Boulder Municipal Airport Primary Management and Compliance Documents (including Commercial Operator Minimum Standards, Development Standards, General Aviation Leasing/Rents and Fees Policy, and Rules and Regulations).

Copies of the Rule are available for public review at the Central Records Office at the Municipal Building, 1777 Broadway, 2nd floor. Please contact Central Records at CentralRecords@bouldercolorado.gov, or 303-441-3043 to make an appointment to review this rule.

The public has a right to submit written comments on the proposed rule for 15 days from the date of this publication. Please direct written comments to:

Boulder Municipal Airport
3327 Airport Road
Boulder, CO 80301
bma@bouldercolorado.gov

For more information, visit [Airport | City of Boulder](#) or call 303-441-3108.

If no written comments are received, the Rule will become final when the time for comments has passed.

STANDARD (NON-EMERGENCY) RULE SIGNATURE PAGE

**RULE ENACTING BOULDER MUNICIPAL AIRPORT PRIMARY COMPLIANCE AND
MANAGEMENT DOCUMENTS**

Originating Department – B.R.C. Section Granting Rulemaking Authority:

Boulder Charter Section 64(c), and Sections 2-2-16, 2-2-22, and 11-4-2(d), B.R.C. 1981

City Attorney's Office – Approval as to form and legality:

The proposed Rule was approved as to form and legality for adoption on December 10, 2025.

Signature: Luis Toro

City Manager / Adopting Authority – Approval as to substance

The proposed Rule was approved as to substance prior to publication and three copies were filed with the City Clerk on 12/11/2025 (date).

Adopting Authority Signature: YPR

City Clerk Publication:

The public notice will be published in the Daily Camera on December 17, 2025, starting a 15-day written comment period ending on January 1, 2026.

 No comments were received. The proposed Rule is in effect as of the end of the comment period.

City Clerk Signature: _____

City Manager / Adopting Authority - Comment Review/Effective Date:

 Written comments were received for this Rule, and no change has been made. The Rule is in effect as of January 1, 2026.

 Written comments were received for this Rule. The Rule was amended and returned to the City Attorney's Office for review on _____. The Rule is effective upon approval of the City Attorney.

City Attorney approval Date: _____

Signature: _____

 Written comments were received for this Rule. The Rule has been amended and will be republished.

Adopting Authority Signature: _____



City of Boulder
3327 Airport Road
Boulder, Colorado 80301
(303) 441-3108

Rules and Regulations

Effective January 1, 2026

City of Boulder

Boulder Municipal Airport (BDU)



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1. INTRODUCTION

1.1. *Purpose*

The purpose of these Rules and Regulations is to protect the health, safety, interest, and general welfare of the public, Tenants, guests and users of the Boulder Municipal Airport (Airport), and to prevent any activity(ies) or action(s) which would interfere with the safe, orderly, and efficient use of the Airport and surrounding community.

1.2. *PMCD General Provisions*

General Provisions, which are those provisions common to all Primary Management and Compliance Documents (PMCDs) are set forth in Appendix A of these Rules and Regulations and are incorporated into these Rules and Regulations by reference.

1.3. *PMCD Definitions and Acronyms*

The defined terms and acronyms utilized throughout the PMCDs are defined and identified in Appendix B of these Rules and Regulations and are capitalized whenever used in the PMCDs. Words that are not defined shall be construed consistent with common meaning or as generally understood.

1.4. *Airport Sponsor, Operator, and Governing Body*

The Airport is owned by the City of Boulder (City), operated by a division (Transportation and Mobility) and governed by the Boulder City Council (Council).

1.5. *Authority of the Airport Manager*

The City Manager has authorized the Airport Manager (Manager) or designated representative to interpret, administer, and enforce these Rules and Regulations and the PMCDs. **The Manager is empowered to issue such directives, variances, and/or exemptions and to take such action that, within Manager's discretion and judgement, are necessary or desirable to safeguard the safety, security and efficiency of the Airport and the public consistent with FAA guidance.** The Manager shall be subject to the direction, authority, and control of the City Manager and shall act as their official representative pertaining to aviation matters for the City. The Manager's powers and duties include, but are not limited to, the following:

- Designate aircraft operating, parking, and other such areas necessary for the safe, efficient operation of the airport.
- Assign aircraft parking, Hangar, and tiedown spaces;
- Order unauthorized aircraft to leave the Airport;
- Promulgate regulations for the operation and administration of the Airport.

1.6. *Enforcement*

In addition to enforcement authority designated to the Manager (which can be contacted at 303. 489.8874),, the enforcement of all Legal Requirements pertaining to fire protection and Hazardous Materials (within its jurisdiction) shall be administered by the City Fire Department (Fire Department). All other Legal Requirements (within its jurisdiction) shall be enforced by the Boulder Police Department ("BPD").

- Violation of these Rules and Regulations, the PMCDs, applicable Legal Requirements, or directives issued by the City, Manager, Fire Department, or BPD or jeopardizing the safety or security of persons and entities utilizing the Airport may result in suspension, revocation, and/or prohibition of access or use privileges, engaging in activities, use of the Airport; termination of Agreement(s); and shall be subject to all legal, equitable, statutory, and common law rights and remedies available to the City.



1.7. Penalties for Violation

Violations by Tenants, users and guests of these Rules and Regulations may be subject to the following penalties:

- 1st Violation – Retraining and a \$25 monetary forfeiture, or warning notice;
- 2nd Violation – Retraining, a \$50 monetary forfeiture and review of continued eligibility of Airport access;
- 3rd Violation – Retraining, a \$100 monetary forfeiture, and/or possible suspension up to one year.



2. GENERAL

2.1. *Access To, Entry Upon, or Use of the Airport*

Access to or entry upon the Airport shall be made only at locations designated by the Manager. Any person accessing or using the Airport shall be fully and completely responsible for their actions. Driving, walking, or otherwise entering upon aircraft operational areas is prohibited without permission of the Airport Manager. All actions shall be in full and complete compliance with these Rules and Regulations and applicable PMCDs.

2.2. *Security*

BPD has the overall responsibility for security of the Airport. Operators, Lessees, or Sublessees are responsible for the security of their Leased Premises and shall comply with the City's security requirements and/or best practices. Security gates will be closed after business hours. The Manager may close or otherwise restrict access to any area of the Airport when safety or security considerations dictate.

Tampering with, interfering with, or disabling the lock or closing mechanism, or breaching any other security device is prohibited unless authorized by the Airport Manager. Persons who have been provided an access code or device for access to a Restricted Area shall not, under any circumstances, divulge, duplicate, or otherwise distribute or convey the code or device to any other person unless authorized in writing by the City. Unless under approved escort, no person shall follow another person into an Airport Restricted Area.

2.3. *Commercial Activities*

Any entity desiring to engage in or is actively engaging in a Commercial Aeronautical Activity at the Airport shall comply with the General Aviation Minimum Standards (Minimum Standards), as developed and amended from time to time.

Based Aircraft shall not be used for Commercial Aeronautical Activities unless expressly authorized by an Agreement with the City. Non-Commercial Based Aircraft may be used for the purpose of training or increasing the flying proficiency of the Aircraft Owner or members of the Aircraft Owner's immediate family.

Any entity desiring to engage in any non-aeronautical Commercial activity (including photography or filming) at the Airport shall obtain written permission from the City prior to engaging in such activity.

2.4. *Accidents*

Any person involved in or witnessing an Accident resulting in injury, death, or damage to Property shall immediately call "911" (or the BPD non-emergency number at 303.441.3333) and notify the Manager via 303.489.8874. If reasonably able to do so, such person shall remain at the scene and respond to the inquiries of (and provide the information requested by) the City, BPD, Manager, Fire Department, and/or investigative personnel. Unauthorized entry to the Air Operations Area ("AOA") to gain access to an Accident scene is prohibited.

No person shall disturb or tamper with an Accident scene or fail to comply with any directive issued by Airport Manager, the BPD, the Fire Department, or any other Agency having jurisdiction over the Accident scene.

2.5. *First Amendment Activities*

The Airport is not designed or intended for use as a public forum for First Amendment speech-related activities. Conduct of or participation in solicitation, picketing, demonstrating, parading, marching, patrolling, sit-ins, sit-downs, or other similar activities and/or assembling, carrying, distributing, or displaying pamphlets, signs, placards, or other materials is prohibited without prior written permission of the Manager.



All authorized activities listed above shall be conducted (a) in those areas identified by the Airport Manager without obstructing the use of the Airport by others; (b) in a peaceful and orderly manner; (c) without physical harm, molestation, threat, or harassment of any person; (d) without obscenities, violence, breach of the peace, or other unlawful conduct; (e) without hindrance to or interference with the proper, safe, orderly, and efficient access to/from, and operation of the Airport and activities conducted thereon; and (f) in strict conformance with any rules and regulations governing such activities on the Airport and the direction and conditions prescribed in writing by the Manager.

2.6. *Advertisements*

Advertisements, including notices, circulars, and/or handbills, may not be posted, displayed, or distributed except on a kiosk or public bulletin board meant solely for posting signs..

2.7. *General Conduct*

No person shall use or otherwise conduct themselves in any area of the Airport in an inappropriate manner. Destroying, damaging, injuring, defacing, interfering with or potential to disturb, or tamper with Property is prohibited. Any and all Property damaged or destroyed shall be replaced (or replacement shall be paid for) by the person(s) responsible for such damage or destruction.

Smoking, vaping, or carrying lighted cigars, cigarettes, or pipes in any public use area of the Airport, except in areas specifically designated by the City and posted as smoking areas, is prohibited.

No person shall have contact with any aircraft or engage in starting, moving, using, or interfering with the safe operation of any aircraft, vehicle, or equipment without the permission of the Owner or by specific direction of the City. If requested by the City , satisfactory evidence of the right to do so shall be presented.

No person shall engage in behavior that is disruptive or creates a hazard or risk of injury, death, or damage to Property.

Camping or staying overnight will be considered a Special Event and must be done so in accordance with Section 2.20 Special Events. The Airport shall not be used for any improper, objectionable, or illegal purposes.

Leased Premises are expressly for the conduct of the Tenant's activities. Unauthorized persons shall not make use of the Leased Premises without permission of the Tenant or written consent of the Manager.

2.8. *Abandoned or Lost Property*

Abandoned or lost Property found in Public Areas shall be reported or submitted to the Manager. The City will comply with the Unclaimed Property Act (Colorado Revised Statutes (C.R.S.) §38-13-101), C.R.S. §30-11-101, C.R.S. §30-11-107.

No provision in this Section shall be construed to deny the right of Lessees or Sublessees to maintain a lost and found service for Abandoned or lost Property found on Leased Premises, so long as the lost and found service is consistent with Legal Requirements.

2.9. *Use of Roadways and Walkways*

No person shall travel at the Airport other than on the roadways, walkways, or other areas provided or designated for a specific type or class of traffic and no person shall occupy the roadways or walkways in such a manner as to hinder or obstruct proper use. Vehicles traversing the movement area shall be restricted to the vehicle service road and must be equipped with a rotating beacon or have hazard lights engaged, unless driving to/from and parking in the glider tie-down area.



2.10. Animals

No person shall bring animals, except for special assistance animals or animals used for law enforcement purposes in Public Areas, unless destined for air transport and restrained by a leash, container, or crate. Domestic pets may be at the Airport only if kept on a leash or inside facilities, aircraft, or vehicles.

No person, except those authorized by the City, shall intentionally hunt, pursue, trap, catch, injure, or kill any animal at the Airport. No person shall feed or perform any other act to encourage the congregation of animals on any portion of the Airport.

2.11. Weapons and Explosives

Possession of firearms at the Airport is prohibited pursuant to Section 5-8-15(1)(a) of the Boulder Revised Code. Weapons stored in locked containers (and not immediately accessible) for the purposes of shipping for legal uses are permitted.

No person shall possess or ignite Class C explosives (e.g., fireworks, firecrackers, etc.) with exception of explosives that may be used by authorized personnel for purposes of wildlife management or during approved special events.

2.12. Alcoholic Beverages

Alcoholic beverages may only be consumed in accordance with applicable Legal Requirements. The City reserves the right to exclude or expel any person who is or appears to be intoxicated or under the influence of alcoholic beverages or drugs.

2.13. Use of Public Areas

Marking or defacing the floors, walls, windows, ceilings, or any other surface is prohibited. Use of the Public Area in any facility or in any area for purposes of overnight sleeping is prohibited unless authorized by the City.

2.14. Trash and Recycling

Trash of any kind shall not be placed, discharged, or deposited at the Airport except in properly designated trash receptacles. Lessees and Sublessees are encouraged to utilize separate stream recycling by discarding certain recyclable materials into separate bins that shall be kept clean and emptied on a regular basis to prevent overflowing.

Exterior trash receptacles and recycling containers shall be equipped with securely fastened lids which are required to be kept closed and secure at all times.. Trash and recyclable materials shall not be brought to or burned on Airport property. Trash receptacles and recycling containers shall be kept clean and emptied on a regular basis to prevent overflowing. Dumping of off airport personal trash or unauthorized use of airport trash receptacles is prohibited

2.15. Fire and Flammable Materials

Tenants and users shall comply with practices recommended by the 2024 Edition of the International Fire Code (IFC) as may be amended from time to time, Title 10, Chapter 8 of the Boulder Revised Code, and all fire codes, regulations, or directives issued by the Fire Department and/or the City.

In no event shall smoking, vaping or carrying lighted cigars, cigarettes, or pipes occur within 50 feet of any aircraft, Refueling Vehicle, or fuel storage facility. Open flames (i.e., candles, fixtures, or fires) are prohibited without the prior written permission of the City and the Fire Department.

- This excludes open flames utilized by a Tenant in the performance of Aircraft Maintenance.
- With the prior written permission of the City and the Fire Department, Aircraft Rescue and Fire Fighting (ARFF) personnel may engage in training exercises which require open flames.

Rules and Regulations

City of Boulder, Boulder Municipal Airport



Uncontrolled fires (regardless of size or whether the fire has been extinguished) shall be reported immediately to "911". No person shall tamper with any fire extinguisher or related equipment or use the same for any purpose other than fire prevention or firefighting.

- Such equipment may be inspected by the Fire Department and/or City at any time and shall be fully operational and inspected annually.
 - A tag showing the date of the last inspection by a certified vendor (and who performed the inspection) shall be attached to each unit and records, acceptable to fire underwriters, shall be kept documenting the status of each unit.

No person shall block or modify any self-closing fire door or do anything which would interfere or prevent closing in the event of a fire. Flammable materials shall only be used or stored in accordance with the practices recommended by the IFC and in compliance with applicable Legal Requirements.

The use of flammable, volatile liquids having a flash point of less than 100 degrees Fahrenheit is prohibited unless such operations are conducted in open air or in a room specifically approved for the purpose for which the liquid is being used. The room must be properly fireproofed and equipped with appropriate and readily accessible fire-extinguishing apparatus.

- The practices recommended in National Fire Protection Association (NFPA) 30 (Flammable and Combustible Liquids Code) and NFPA 410 (Standard on Aircraft Maintenance) shall be adhered to in all cleaning, painting, refurbishing, and other operations using flammable liquids including the storage of such liquids.

2.16. Hazardous Materials

No person shall store, keep, handle, use, dispense, discharge, or transport any Hazardous Materials or Hazardous Materials containers in contravention of any Legal Requirements. Proper permits must be obtained from the Agency having jurisdiction over such materials, copies must be maintained on file for review by the City, and prior notification must be given to the City.

If any person or entity stores, uses, or dispenses any Hazardous Materials in such a way as to be subject to any of the requirements under the Emergency Planning and Community Right-to-Know Act (EPCRA) such entity shall be responsible for any reporting obligations under EPCRA. The City will not be responsible for compliance with any EPCRA requirements, except to the extent the City stores, uses, or transports Hazardous Materials.

- If the storage of Hazardous Material is approved, such material must be placed in suitable containers designed specifically for storage of Hazardous Materials with self-closing, tight-fitting, leak-proof lids which are properly secured.
 - Safety Data Sheets (SDS) (previously known as Material Safety Data Sheets) for all Hazardous Materials shall be maintained on-site so as to be readily available to emergency responders in the event of an emergency and for review, at any time, by the City and the Fire Department.
- Hazardous Materials shall not be stored in close proximity to operating aircraft, vehicles, equipment, or sources of heat nor be stored in excess of amounts needed as current inventory. All Hazardous Material shall be kept enclosed in a clearly marked and properly labeled container, the type and design of which must meet the approval of the Fire Department.
 - Secondary containment is required for Hazardous Materials being stored in tanks, drums, or other similar storage receptacles.



- Fuels or deicing fluids in containers greater than 55 gallons shall not be stored without providing prior notification and a copy of a Spill Prevention, Control, and Countermeasure Plan (SPCC Plan) to the City and the Fire Department.

Hazardous Materials and Hazardous Materials containers shall be disposed of in a manner consistent with the practices recommended by the IFC and in full compliance with these Rules and Regulations, the City's Storm Water Pollution Prevention Plan (SWPPP), the City's directives, and Legal Requirements.

- Used or spent engine oil shall be disposed of only at waste oil stations or approved disposal locations. No person shall bring used or spent engine oil onto the Airport.

No Hazardous Materials shall be disposed of on the ground or into the air during aircraft preflight inspections. Any release of Hazardous Materials shall comply with this Section of these Rules and Regulations and Legal Requirements.

2.17. *Environmental (Hazardous Materials) Clean Up*

The party responsible for an environmental incident (to include the overflowing or spilling of fuel, oil, lubricants, grease, dope, paint, varnish, lacquer, solvent, acid, or other Hazardous Materials) is responsible for: the immediate mitigation and cleanup of the overflow or spill, proper disposal of the substance(s) and used cleanup materials, immediate notification of the Fire Department and the City, and assumption of the risk and expense of cleanup and mitigation efforts.

In the event the City determines the responsible party is unavailable, unable, or unwilling to take the appropriate action to mitigate the adverse environmental incident in a timely manner (at the responsible party's risk, cost, and expense), the City may act as necessary to control and/or clean up the site at the risk, cost, and expense of the responsible party, without liability to the City.

Hazardous Materials Overflow or Spills – In the event a Hazardous Materials overflow or spill occurs, regardless of the amount of the overflow or spill, the responsible party shall take appropriate action to contain the overflow or spill, notify the Fire Department and other appropriate Agencies including Airport management and clean up, mitigate, and remediate the site. The use of deicing fluids is exempt when such use complies with Legal Requirements pertaining to the deicing of aircraft and/or paved surfaces (e.g., Runways, Taxiways, Taxilanes, or Ramp).

The following procedures shall be followed in the event of a Hazardous Materials overflow or spill unless otherwise required under an approved SPCC Plan or instructed by the City or the Fire Department.

Minor Hazardous Materials Overflow or Spills – Overflows or spills of less than five gallons which do not compromise public safety. The responsible party shall:

- Stop the source of the spill immediately.
- Contain the spill with appropriate absorbent material(s).
- Block all stormwater drains in the immediate area to prevent the spill from flowing into the drain(s).
- Contact the City.

Major Hazardous Materials Overflow or Spills – Overflows or spills in excess of five gallons (or which compromises public safety), but less than 25 gallons or any spill causing an immediate threat to public safety. In addition to following all the procedures in the Minor Hazardous Materials Overflow or Spill response, the responsible party shall:



- Determine the threat to the immediate public and make any arrangements to secure the safety of the immediate public (e.g., evacuation).
- Assess the damage to land and/or ground water in conjunction with the City.
- Provide a written summary of the spill to the City within 24 hours of the spill.

Serious Hazardous Materials Overflow or Spills – Overflows or spills in excess of 25 gallons or which may pose a serious threat to the public safety. In addition to following all the procedures in the Minor and Major Hazardous Materials Overflow or Spill response, the responsible party shall:

- Provide a detailed written summary of the spill to the City within five business days of the spill which shall also identify the measures which the responsible party will take to eliminate the potential for such a spill in the future.

Entities with fueling capability or responsibility for maintenance of fuel systems shall have on hand sufficient: (a) containment booms to form a barrier around the spill and (b) sufficient absorbent material(s), booms, blankets, pads, pillows, and other clean-up materials available to pick up the spilled product and store it in a sealed container(s) until proper disposal can be made. Salvage drum(s) shall be approved by the Department of Transportation (DOT) (DOT-E-10102). Emergency spill kits shall be carried on each mobile fuel truck at all times and be immediately replaced if used.

2.18. *Painting*

Doping, painting, or paint stripping shall only be performed in those facilities specifically approved for such activities and in accordance with the practices recommended by the IFC and in full compliance with the City's SWPPP, the SPCC Plan, the City's directives, and applicable Legal Requirements.

2.19. *Emergency Conditions*

Emergency conditions shall not mitigate or cancel these Rules and Regulations. Emergency directives or procedures may be issued at the discretion of the City Manager or the Manager.

2.20. *Special Events*

Any person or entity desiring to conduct a Special Event at the Airport shall complete and submit the Special Event Permit Application to the City along with prior payment of all applicable fees paid to the City and any other Agency having jurisdiction. The entity shall receive a signed and approved Special Event Permit from the City prior to conducting the Special Event. Special event attendees shall remain clear of Airport operations, aircraft, active Taxiways, Runways, and other areas designated by the Manager.

2.21. *Unmanned Aerial Vehicle, Unmanned Aircraft System, or Model Aircraft*

The operation of Unmanned Aerial Vehicle (UAV), Unmanned Aircraft System (UAS), or model aircraft may not interfere with Airport operations and shall comply with all applicable Legal Requirements including AC 9-57A.. This may include, but is not necessarily limited to, notifying and obtaining written acknowledgement from the Airport Manager to fly UAV, UAS, or model aircraft within the Airport's designated airspace. `

2.22. *Skydive/Parachute Jumping*

No person shall skydive/parachute jump onto the Airport without the prior written notification of the Airport Manager. Skydive/parachute landings shall only occur at a City approved and designated Drop Zone. Skydive/Parachute operations shall be conducted in conformance with AC 105-2E and the most current version of the Skydiver's Information Manual published by the United States Parachute Association (USPA).



3. AIRCRAFT

3.1. Legal Requirements

Aeronautical Activities shall conform to 14 Code of Federal Regulations (CFR), these Rules and Regulations, or the directives of the Manager as applicable.

3.2. Based Aircraft Registration

Based Aircraft must be registered with the City, through an authorized Fixed Base Operator (FBO) or Specialized Aviation Service Operator (SASO) or flying club where the aircraft is based. Registration information shall include the following:

- Aircraft make, model, registration number, and maximum gross landing weight.
- Aircraft Owner's and Aircraft Operator's (if different) name, address, and phone number.
 - If more than one person or entity owns and/or operates the aircraft, the name, address, and phone number of all Aircraft Owners and Aircraft Operators shall be provided.
- A Certificate of Insurance identifying the applicable insurance coverages and amounts required by the City.
 - Aircraft Owner and/or Aircraft Operator shall procure, maintain, and pay all premiums and carry and keep policy in full force and effect throughout the registration period for the applicable insurance coverages.
 - Coverage shall not be suspended, voided, or canceled by either party or reduced in coverage or in limits except after 30 calendar days prior written notice, 14 calendar days prior written notice for cancellation for non-payment of premium, by certified mail, return receipt requested, has been given to the City.
 - The insurance company or companies underwriting the required policy shall be authorized to write such insurance in the State of Colorado (with a Best rating of A or above) or be approved in writing by the City.
 - The City reserves the right to require more or different types of insurance coverage based on entity's individual risks or exposures.

Entities responsible for Based Aircraft must have a lease or license agreement with either the City or an authorized FBO or SASO. Based aircraft list must be provided to Airport Management upon request. In the event of a conflict between the express terms of a written lease and these Rules and Regulations or the PMCDs, the written lease terms shall control.

3.3. Non-Airworthy Aircraft

Only aircraft considered airworthy or with a special flight authorization by the FAA and military aircraft shall use the Airport for aircraft parking, staging, or storage. Non-airworthy aircraft (including Non-Commercial construction of amateur-built or kit-built aircraft in compliance with construction progress benchmarks) may undergo long-term major renovation or restoration as long as the aircraft is stored in a Hangar approved for such Aircraft Maintenance or as otherwise previously authorized in writing by the Manager.

- Aircraft Owner or Aircraft Operator shall remove non-airworthy aircraft from the Airport within 90 days of becoming non-airworthy unless otherwise previously authorized in writing by the Manager.
- If Aircraft Owner or Aircraft Operator is unknown or cannot be located, the Manager shall conspicuously post and affix such written notice to the aircraft and after 30 calendar days, the aircraft will be deemed abandoned in accordance with Section 3.4.



- Airworthiness Certificate or maintenance log showing the date of an annual or 100 hour inspection shall be provided to the Manager upon request.

3.4. *Disabled and Abandoned Aircraft*

Aircraft Owner or Aircraft Operator shall be responsible for the safe and prompt removal of disabled aircraft and any part thereof from a Movement Area to a designated Non-Movement Area, unless otherwise required or directed by the City, FAA, National Transportation Safety Board (NTSB), or Agency having jurisdiction.

Abandoning an aircraft on the Airport is prohibited.

- An aircraft shall be considered Abandoned if the Aircraft Owner or Aircraft Operator (1) has not paid in full applicable rents or fees to the City or an authorized Fixed Based Operator (FBO) or Specialized Aviation Service Operator (SASO) for a period greater than 90 calendar days, (2) has not responded to written notification from or on behalf of the City, by certified or registered mail, and/or (3) aircraft does not have a current and valid registration with the FAA (or similar agency of a foreign country). All three of these conditions have to be met before an aircraft can be considered abandoned.

In the event the City determines the Aircraft Owner or Aircraft Operator is unavailable, unable, or unwilling to remove a non-airworthy, disabled, or Abandoned aircraft in a timely manner (at Aircraft Operator's risk, cost, and expense), the aircraft may be impounded by the City at the risk, cost, and expense of the Aircraft Owner or Aircraft Operator, without liability to the City.

- Once an aircraft is impounded by the City, the City shall charge reasonable impoundment fees and thereafter publish a notice of intent to remove the aircraft in the legal organ of the county in which the Aircraft Owner or Aircraft Operator was last known to reside/exist, and if such location is unknown, then in the legal organ of Boulder County, Colorado.
- The Aircraft Owner or Aircraft Operator may claim the aircraft by responding to the City in writing, paying the impoundment fees in full, and promptly removing the aircraft from the Airport.
 - If the aircraft is not claimed within 90 calendar days by the Aircraft Owner or Aircraft Operator, the City shall dispose of aircraft in accordance with Legal Requirements.
- The City shall retain any surplus arising from the sale of the aircraft after expenses, incurred by the City in connection with the aircraft, have been paid.
- The City may assess and recover from the Aircraft Owner or Aircraft Operator all applicable rents and fees, impoundment charges, and other related expenses including reasonable attorney fees incurred by the City in connection with the enforcement of these provisions.

3.5. *Airport Hours of Operation*

The public use aeronautical areas (Runways, Taxiways, and supporting infrastructure) of the Airport is available for use 24 hours per day, 7 days per week, unless closed by Notice to Air Mission (NOTAM).

3.6. *Accidents and Incidents*

Any person involved in an Aircraft Accident or Aircraft Incident shall make a full and complete report to the appropriate Agencies in a timely manner and provide a copy to the City, complete any additional required forms and/or reports, and comply with NTSB Regulations Part 830.

- The report to the City shall include copies of any forms, reports, and/or documentation provided to the NTSB, FAA, or other Agencies having jurisdiction.



Aircraft involved in an Accident may not be removed from the scene of the Accident until authorized by the City who shall receive authorization from the FAA, NTSB, or Agencies having jurisdiction, as applicable. Once authorization to remove the aircraft has been issued, the Aircraft Owner or Aircraft Operator shall be responsible for the safe and prompt removal of the aircraft (and any parts) to a designated area and the clean-up, repair, and restoration of any damage caused to Airport facilities and any associated costs. The City/Airport has the right to remove the damaged aircraft and undertake repairs of damaged facilities at the aircraft owners expense if prompt action is not undertaken by the aircraft owner/operator.

3.7. *Prohibiting Use of the Airport*

The City shall have the right at any time to close or restrict use of the Airport or any portion thereof to aircraft operations (except for an emergency operation) or deny the use of the Airport to any entity when the City considers such actions to be necessary and desirable in the interest of safety or security.

- The Manager, or FAA may issue or cancel a NOTAM to close or open the Airport (or any portion thereof) or to restrict or terminate any activity at the Airport.
- Under no circumstance shall an authorized Airport closure or restriction constitute grounds for reimbursement of any expense, loss of revenue, or damage which may be incurred by any entity.

3.8. *Maintenance*

Aircraft Maintenance, including aircraft painting or paint stripping, may only be performed within Hangars, buildings or those areas specifically designated by the City and shall be limited solely to that specifically permitted by the type rating established by Building and Fire Codes, and then, only in compliance with the instructions of the City and the orders of the Fire Department. Aircraft maintenance is allowed provided it is performed in a properly rated hangar.

3.9. *Cleaning*

Requests for permission shall be submitted in writing and include the name of the Aircraft Operator, location, time and duration, entity conducting aircraft cleaning, description of methods and materials to be used, and methods utilized to contain contaminated materials resulting from the activity.

When non-biodegradable soap, solvents, and/or degreasers are used for aircraft cleaning, these substances shall be disposed of in accordance with Legal Requirements. Aircraft, aircraft engines, and/or parts may be dry washed without approval by the City.

3.10. *Engine Operation*

Aircraft engine Runups are not permitted between the hours of 11:00 p.m. and 7:00 a.m. except for Runups required in preparation for aircraft departure or conducted in approved maintenance Runup facilities. Engine Runups are prohibited in Non-Movement Areas.

- Aircraft engines shall not be started within any structure.
- Aircraft controls shall be attended while aircraft engine(s) are operating.
- Propeller, engine, and exhaust noises shall be kept to a minimum.

Any person operating an aircraft engine in an area which is accessible to the public shall be alert and take precautions to protect the public from potential hazards resulting from such operations. Starting an aircraft engine when flammable liquid is on the ground in the immediate vicinity of the aircraft is prohibited.



3.11. *Parking and Storage*

Aircraft shall be parked in such a manner as to be completely contained within the parking or Tiedown space and shall not be positioned in such a manner so as to block a Taxiway or Taxilane, or obstruct access to Hangars, parked or staged aircraft, parked or staged vehicles, equipment, gates, or fuel storage facilities.

Unless utilizing the Airport identified general parking areas on a Leased Premises or otherwise provided in an Agreement, no person shall use any area for the parking, staging, and storage of aircraft, without prior written permission of the Manager.

- In the event a person uses any area for aircraft parking, staging, or storage not in compliance with the preceding provision, the City may remove and store the aircraft at the risk, cost, and expense of the Aircraft Owner or Aircraft Operator without liability to the City.

Aircraft Operators shall ensure aircraft are properly secured, as set forth in Advisory Circular (AC) 20-35C, when parked and/or stored.

- Moored lighter-than-air aircraft shall have at least one person monitoring the safety of the mooring for the duration of the mooring. Moored balloons must adhere to 14 CFR Part 101.

Upon request of the City for the purpose of safe, orderly, and efficient operation and use of the Airport, the Aircraft Owner or Aircraft Operator shall move the aircraft to a location and/or position identified by the Manager. In the event the Aircraft Owner or Aircraft Operator is unavailable, unable, or unwilling, the Manager may move the aircraft at the owners expense and without liability to the City.

3.12. *Aircraft Security*

In the event the type, use, or condition of an aircraft requires that security be obtained, provided, and/or maintained, the Aircraft Owner or Aircraft Operator shall be responsible for such security and may only provide (and/or arrange for) such security after notifying the City. Security measures shall not hinder, delay, or prevent relocation or removal of aircraft at the direction of the City.

- No person shall interfere or tamper with any aircraft in contradiction to these Rules and Regulations without the Aircraft Owner's or Aircraft Operator's permission.

3.13. *Aircraft Operations*

Operating an aircraft in a careless, negligent, or reckless manner which endangers or is likely to endanger persons or Property is prohibited. Aircraft Operators shall obey all pavement markings and signage unless instructed otherwise by City approved operational procedures or directives or NOTAM.

- All aircraft are strongly encouraged to have an operational radio, capable of transmitting and receiving on the Airport's Unicom frequency.
- Aircraft radio transmissions, if not for maintenance purposes, are prohibited while an aircraft is inside a Hangar. Testing of an aircraft radar on the ground requires prior permission of the Manager.

The starting, positioning, or taxiing of aircraft shall be done in such a manner to avoid generating propeller or engine blast which may endanger persons or damage Property. It may be necessary to tow the aircraft to a location or position at the Airport where the propeller or engine blast will not endanger persons or damage Property when the engines are started or operated.

Aircraft shall not land, takeoff, taxi, park, or be staged in any area that has been restricted to a maximum weight bearing capacity of less than the maximum weight of the aircraft or on any closed Runway or Taxiway, unless authorized in writing by the City or due to an emergency.

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- It shall be the Aircraft Operator/Owner's responsibility to repair any damage caused by excessive weight and/or other operations.

3.14. Taxiing and Towing Operations

Aircraft shall not be taxied until the Aircraft Operator has determined (by visually inspecting the area) there shall be no danger of collision with any person or Property.

- Aircraft shall not be taxied into, out of, or within any structure.

Aircraft (excluding gliders) being taxied shall have a person at the controls of the aircraft who shall monitor the Common Traffic Advisory Frequency (CTAF) the Unicom frequency in use at the Airport if the aircraft is equipped with a radio and the radio is functional.

Taxiing aircraft shall yield the right-of-way to Emergency Vehicles, equipment, or aircraft unless otherwise directed by written notice of the City or NOTAM. Aircraft Operators shall not taxi at a speed greater than is reasonable and prudent under the conditions that exist with regard for actual and potential hazards and other aircraft so as not to endanger persons or Property.

Aircraft shall only be taxied or towed in areas normally used for operation of aircraft unless prior written approval has been provided by the City.

3.15. Rotorcraft Operations

Rotorcraft shall park or operate only in Movement Areas, aircraft parking areas, or areas designated by the City for rotorcraft operations. Rotorcraft may be operated near structures, provided the pilot is familiar with the obstructions present, and operates safely so as not to cause damage to nearby structures, aircraft, or fueling facilities. Rotorcraft shall comply with FAA requirements for fueling operations and operations near fuel storage facilities. Rotorcraft shall not be operated within 100 feet of any area where Light aircraft are parked or operating. Rotorcraft rotors must be stopped during fueling operations unless specifically authorized, in writing by the Airport manager.

3.16. Balloon Operations

Prior to entering the AOA, all balloon operators shall register the intended flight with the Manager and be familiar with the Airport. Use of a handheld transceiver radio monitoring the CTAF/Unicom frequency is encouraged. Balloon shall only be inflated and launched from approved areas of the Airport. During balloon inflation, care shall be taken to avoid blocking roadways, Taxiways or interfering with Airport operations. Landing balloons on Runway is prohibited except in the event of an emergency.

3.17. Restricted Activities

Unless otherwise approved by Agreement, Aircraft Operators shall provide advance notification to the City before engaging in any of the following activities and shall conduct these activities in accordance with the specific requirements stipulated by the City:

- Any landings on non-approved surfaces or surfaces not designated for the landing of aircraft or in Object Free Areas
- Use of ultralight vehicles – the landing or taking off of ultralight vehicles unless approved in writing by the Manager.
- First flight or test flights after major airframe and/or powerplant modifications.
- Use of lighter-than-air aircraft – the landing or taking off of airships, dirigibles, blimps, balloons, and other certificated lighter-than-air aircraft which utilize gasses or hot air to provide lift.
- Sky diving, parachuting, or powered parachute operations.

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- Operation of model aircraft.
- Operators of unmanned aerial vehicle (UAV), or unmanned aircraft system (UAS) aircraft within five statute miles of the Airport shall comply with all applicable Legal Requirements. This may include, but is not necessarily limited to, notifying and obtaining written acknowledgement from the Manager to fly UAV or UAS aircraft within protected airspace.
- Operation of aircraft with a maximum certificated takeoff weight in excess of the published weight bearing capacity for the Runway(s) and/or Taxiway(s).
- Transportation of Hazardous Materials – landing or taking off with flammable, explosive, or corrosive materials, except those which are carried aboard (and necessary) for the operation of the aircraft or use by crewmembers or passengers. All shipments of Hazardous Materials shall comply with regulations established in 49 CFR Parts 100-199 and Legal Requirements governing such shipments. Hazmat and Aircraft Rescue and Fire Fighting equipment and trained personnel will be required for this type of operation as a precautionary measure. Costs associated with trained hazmat personnel and related equipment shall be borne solely and completely by the Aircraft Operator.

3.18. Fees

Aircraft shall not land or takeoff unless the Aircraft Owner or Aircraft Operator has paid the fees which may be established and assessed by the City unless exempt by Agreement.

- Aircraft that may be exempt from City fees include aircraft owned and/or operated by the United States of America, military forces of the United States of America, and foreign military forces in support of allied military operations that do not utilize the Airport significantly (as defined by the FAA).

The City shall have the authority to detain any aircraft for non-payment of any fees.



4. VEHICLES

4.1. *Legal Requirements*

All Vehicle Operators shall comply with the State of Colorado Vehicle Code, these Rules and Regulations, directives issued by the Manager, and the orders of the Police Department and Law Enforcement Officers.

4.2. *Licensing and Permit*

Except for vehicles which are exclusively used on the AOA, all vehicles shall meet licensing and registration requirements. Vehicle Operators must have a valid license and evidence of insurance as required by Legal Requirements, including those vehicles operated exclusively on the AOA.

4.3. *Equipment*

Vehicles shall not be operated at the Airport unless the vehicle is in sound mechanical order, has adequate lights, horn, and brakes, and provides clear and unobstructed visibility from the driver's position. Trailers and semi-trailers are not permitted at the Airport unless equipped with lights (or reflectors) on all sides and proper brakes/braking system. Trailers and semi-trailers shall not be disengaged from towing vehicles. Glider trailers may be parked without being attached to a tow vehicle provided the trailer is appropriately secured.

4.4. *Operations*

Vehicles shall not be operated in a careless, negligent, unsafe, or reckless manner; in disregard of the rights, safety, and security of others; without due caution and circumspection; or at a speed or in a manner which endangers, or is likely to endanger, persons or Property. Vehicles constructed, equipped, loaded, or maintained (or having attached thereto any object or equipment which drags, swings, or projects) which endangers or is likely to endanger persons or Property is prohibited.

All tank vehicles, trucks, or semi-trailers used for the transportation of flammable liquids or Fuel Handling, shall be operated in accordance with Section 6 of these Rules and Regulations. Glider operators may park and use a moveable oxygen cart to transport aviation oxygen to gliders.

Vehicles shall not be operated in any Hangar or structure unless the vehicle exhaust is protected by screens or baffles to prevent the escape of sparks, or the propagation of flame and a vent system exists to prevent exhaust fumes from building up in the Hangar. This paragraph does not restrict the ability of the tenant to store a vehicle inside the hangar while the aircraft is out.

Vehicle Operators shall not, after receiving a visual or audible signal from a City employee or a Law Enforcement Officer fail to stop the vehicle being operated, operate the vehicle in disregard of the signal, or interfere with or endanger persons or Property. Vehicle Operators shall provide proper signals and obey all traffic lights, signs, mechanical or electrical signals, and pavement markings unless directed otherwise by the City or a Law Enforcement Officer.

The Airside perimeter road shall be used only by City designated vehicles including City vehicles, Refueling Vehicles, and other vehicles approved previously in writing by the City to be on the Movement Area as described in these Rules and Regulations. Operators of motor-glidern may drive on the Airside Perimeter Road to obtain aviation fuel at the self-service station in appropriate fuel containers. The operation of vehicles which are overloaded (as designated in the vehicle operation manual) is prohibited.

Persons shall not ride on the running board, in the beds of pickup trucks, ride on the outside of a vehicle, or allow arms or legs to protrude from a vehicle except for Emergency Vehicles that are designed specifically for such operations. Vehicle Operators shall yield the right of way to aircraft, Emergency Vehicles and pedestrians.



Vehicles shall not be operated in such a manner as to create a hazard or interfere with the safe and secure operation of the aircraft.

- Vehicles, except Emergency Vehicles responding to an emergency, shall not overtake or pass in front of a moving aircraft.
- Vehicles shall come no closer than 50 feet to a taxiing aircraft and shall pass to the rear of taxiing aircraft.
- Vehicles shall not pass closer than 20 feet from any wing or tail section of a parked or staged aircraft where practical. This does not apply to Airport operations or emergency vehicles.

Vehicles used for hauling trash, dirt, or any loose material(s) shall be operated in such a fashion as to prevent the contents from dropping, leaking, or otherwise escaping including, at a minimum, covering the load.

Airside and Landside Speed Limits

Safe Speed – Vehicles shall be operated in accordance with Legal Requirements and in no event operated at a speed greater than is reasonable and prudent under prevailing conditions and/or in a manner that endangers persons or Property.

Minimum Speed – Vehicles shall not be operated at such a slow speed as to impede or block traffic, except necessary for safety or in compliance with Legal Requirements.

Maximum Speed – Vehicles, except Emergency Vehicles or equipment responding to an emergency, shall not be operated in excess of the posted speed limits or in excess of any speed stipulated in these Rules and Regulations. In areas where signs, markers, or devices are not used or posted, the speed limit shall be:

Maximum Speed (miles per hour)	BDU
Airside	15
Landside	25

Tugs (Towing Vehicles and Related Equipment):

- Positive locking couplings are required for all towing vehicles and related equipment.
- Aircraft towing vehicles and related equipment shall be returned to designated parking or staging areas immediately following unloading.

4.5. Air Operations Area

Vehicles on the AOA may only be operated by persons who have completed the Airport's Driver Training and have a proper and current Driving Training Certificate from the Airport Manager.

Vehicle Operators using the AOA on an irregular basis must be escorted by an authorized Vehicle Operator or obtain permission from the City in writing and shall proceed directly to the Vehicle Operator's destination on the Airport without entering the Movement Area. The City may restrict vehicles to a certain area(s) of the AOA. Such restrictions may prohibit vehicle operations outside the designated area(s).

The recreational use of motorhomes, mini-bikes, dirt bikes, all-terrain vehicles, go-carts, roller blades, skateboards, bicycles, unicycles, or other similar devices is not permitted on the AOA. Golf carts with appropriate lighting and radios may only be used by the FBO on the AOA.

4.6. Accidents Involving Vehicles

A Vehicle Operator involved in an Accident resulting in any injury, death, or damage to Property shall stop at the scene (or as close as possible to the scene without creating a safety hazard) and immediately call "911". The Vehicle

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Operator (and the vehicle) must remain at the scene until the BPD, Law Enforcement Officers and/or the Fire Department take a full report.

4.7. *Cleaning and Maintenance*

Vehicles shall not be cleaned and/or maintained on the Airport, except for minor repairs which are necessary to remove such vehicles from the Airport or in designated areas approved in writing by the Airport Manager.

4.8. *Parking or Stopping*

Vehicles shall be parked only in designated areas unless otherwise authorized in writing by the Airport Manager. Vehicles shall not be parked or stopped in a manner that obstructs aircraft, vehicles, or pedestrians; within 15 feet of a fire hydrant or within a fire lane within 3 feet of either side of a security fence; or in violation of applicable signage and postings.

Vehicles, other than those loading and unloading aircraft, shall not stop for any purpose other than in the areas specifically designated for loading, unloading, parking, and/or staging and only in the manner prescribed by signs, painted markings, or other means. Displaying vehicles and/or equipment for sale, lease, or rent at the Airport is prohibited unless previously authorized in writing by the Manager.

- Parallel parking along the perimeter curb of the vehicle parking area shall be prohibited.
- Parking in designated public parking areas is open to any person using the Airport.

Aircraft Operators may park vehicles which are fully operational, and properly permitted by the City inside the Hangar or outside the Hangar (but only in designated parking areas) while the Based Aircraft in the Hangar is gone.

- Glider pilots may park their vehicle in the glider tie down area while a glider flight is underway. These vehicles must be parked well clear of the glider operations area and not block access to other glider trailers.
- Vehicles parked outside of a Hangar more than 14 calendar days without prior written notification to the Airport Manager shall be considered Abandoned and the City may take whatever action is deemed appropriate to remove and/or dispose of the vehicle. Such action shall be at the Vehicle Operator's risk, cost, and expense and without any liability to the City.
- Abandoning a vehicle anywhere on the Airport, including on Leased Premises, is prohibited. A vehicle shall be considered Abandoned if it is of unknown ownership or parked in an undesignated area or if the known owner fails to remove it after a certain period of time after being notified in writing.

The City may immediately boot, tow, or otherwise remove any vehicle which is disabled or parked in violation of these Rules and Regulations (or if the vehicle creates a safety or security hazard or interferes with Airport operations) at the Vehicle Owner or Operator's risk, cost, and expense and without any liability to the City.

4.9. *Fees and Permits*

Vehicles shall not be parked in any public parking area unless the vehicle Owner or Operator pays the fees which may be established and assessed from time to time by the City, or unless the vehicle Owner or Operator is exempt from payment as may be stipulated in an Agreement with the City.



5. TENANT

5.1. Introduction

Tenant used herein refers to any person, Association, and/or entity that has entered into an agreement with either the City or an Operator to occupy land and/or improvements (Premises) at the Airport for commercial or non-commercial purposes. All Tenants while on foot, unless wearing a parachute, are strongly encouraged to wear reflective and high visibility safety vests while being on airside and/or movement areas.

5.2. Security

All gates, chains, doors, fences, lighting, locks, and all other safeguards which are part of the Leased Premises or have been installed by the Tenant must be continually and conscientiously maintained by the Tenant and kept in working condition. Gates or doors which provide access to AOA through Leased Premises must remain closed, locked, and secured except when in use. Perimeter fencing and associated doors, gates, lighting, and locks will be maintained by the hangar owner/Tenant.

Active logs of keys, Airport Identification Badges, access cards, and other media issued (and to whom issued) which allow access to the Leased Premises must be maintained. The log shall be made available to the City upon request. Any lost or stolen keys, Airport Identification Badges, access cards, or other media shall be reported to the City immediately. All applicable reporting requirements must be fully complied with as established by the City, FAA, Department of Homeland Security (DHS), TSA (if applicable), and any other Agency having jurisdiction. Objects which could facilitate unauthorized access to a Restricted Area shall not be located within ten feet of the Airport perimeter fence or any other distance which may facilitate unauthorized access.

5.3. Construction or Alteration of Improvements

Any construction or alteration of an Improvement shall be performed in compliance with the Development Standards.

5.4. Maintenance of Premises

Leased Premises (including all related and associated appurtenances, landscaping, paved areas, installed equipment and utility services, oil/water separators, and security improvements) shall be:

- kept free from all fire, safety, and security hazards,
- kept free and clear of snow as much as practicable,
- maintained in a clean, neat, orderly, and fully operational condition consistent with best practices and equal or better in appearance and character to other similar Improvements at the Airport, normal wear and tear expected, consistent with Airport Managers discretion
- maintained in a condition of repair and general maintenance in accordance with the Agreement, and
- Storage of functional and working equipment such as maintenance and snow removal equipment, outside of executive hangars is permitted provided that such equipment is actively being utilized.

Tenants shall be fully responsible for and replace, or in the City's sole discretion, reimburse the City for all damage to facilities, equipment, Property, related appurtenances, and all other Improvements at the Airport caused by Tenant or its employees, agents, customers, visitors, suppliers, or persons with whom they do business.



Tenants shall provide all necessary cleaning services for the Leased Premises, including janitorial and custodial services, trash removal services, removal of foreign objects/debris, removal of spent oils or other fluids, cleaning of oil/water separators, and any related services necessary to maintain the Improvements in a good, clean, neat, orderly, and fully operational condition consistent with best practices, normal wear and tear expected. Facilities (including Hangar floors) shall be kept clean and clear of the accumulation of fuel, oil, grease, flammable liquids, rags, trash, or other waste materials.

- The use of volatile or flammable solvents for cleaning floors is prohibited.

Facades of all buildings and structures shall be kept in good repair, condition, and appearance at all times. Failure to properly maintain the Leased Premises (including failure to maintain the Leased Premises within the period stipulated in the Agreement or failure to maintain the Leased Premises within the timeframe stated in any written notice provided by the City) may result in the City conducting or contracting the maintenance at Tenant's sole cost and expense without liability to the City.

5.5. Fire Prevention

Tenants shall be responsible to ensure fire prevention practices and/or procedures are followed and comply with practices recommended by the IFC and all fire codes, regulations, or directives issued by the Fire Department and/or the City.

Employees conducting Fuel Handling must receive fire prevention training and instruction by the National Air Transportation Association or another approved entity, immediately upon employment and receive such fire prevention training and instruction annually thereafter.

- Fire prevention training and instruction, shall include the use of fire extinguishers, responding to fuel and oil spills, handling flammable materials, and any other items deemed necessary and/or appropriate (for the Activity). Documentation shall be retained by the Tenant of all fire prevention training and instruction received by each employee. Documentation shall be provided to Airport Management upon request.

Proper, appropriate, inspected, certified, and readily accessible fire extinguishers (which are approved by fire underwriters) shall be provided by Tenants. Two fire extinguishers are required on each mobile fuel truck, one on each side mounted on the exterior.

- Fire extinguishers shall be maintained in accordance with the practices recommended by the IFC.
- A tag showing the date of last inspection (and inspection entity) shall be attached to each fire extinguisher and records, (acceptable by fire underwriters) shall be maintained identifying the status of each unit. Documentation shall be provided to Airport Management upon request.

Tenant shall identify and provide contact information to the Fire Department for a responsible person and secondary contact. Contact information shall include the name of each individual and a daytime and after-hours telephone numbers.

5.6. Aviation Fueling

Tenants conducting Fuel Handling shall comply with Section 6 – Aviation Fueling of these Rules and Regulations.

5.7. Heating Equipment

All heating equipment and fuel burning appliances installed or used at the Airport shall comply with all Legal Requirements (as applicable) of the City, the State of Colorado, the IFC, and the Fire Department.



5.8. Aircraft Hangars

The use of Hangars shall conform with all Legal Requirements including applicable building codes as well as the practices recommended by the IFC and all fire codes, regulations, or directives issued by the Fire Department and/or the City. Each Hangar shall be equipped with a proper, appropriate, inspected, certified, and readily accessible fire extinguishers that conform with Legal Requirements in the number and locations required by City fire code.

Aircraft T-Hangars shall only be used for the parking and storage of Continuously Airworthy aircraft as approved by the City and the Fire Department or as otherwise stipulated in an Agreement, allowing for minor and preventative maintenance only unless specifically approved otherwise by the Airport Manager. Use of aircraft Hangars in general, shall be subject to the following restrictions:

- Aircraft Hangars shall only be used by the Tenant and its employees, agents, customers, visitors, suppliers, or persons for the parking and storage of Aircraft and associated Aircraft equipment and supplies as approved in writing by the Manager and the Fire Department or as otherwise stipulated in an Agreement. All items stored must belong to the Tenant authorized to use the Hangar.
- The pre-flight sumping of fuel systems may only be performed while the aircraft is outside of the Hangar.
- Space heaters may be utilized in Hangars so long as not left unattended while operating and all applicable fire prevention/safety measures are continually observed.
- Oily rags, waste oil, or other materials soiled with petroleum-based products may only be stored in containers with self-closing, tight-fitting lids in accordance with applicable Legal Requirements.

Aircraft parked in Hangars shall be parked in a manner so as to be completely contained in the Hangar and shall not be positioned in such a manner so as to block a Taxiway or Taxilane, or obstruct access to Hangars, parked or staged aircraft, parked or staged vehicles, doors, gates, or fuel storage facilities except for temporary staging and/or Fuel Handling of such aircraft.

Consistent with the FAA *Policy on the Non-Aeronautical Use of Airport Hangars* (Docket No. FAA 2014-0463), as amended, the City has the sole option to “restrict or prohibit storage of non-aeronautical items” and that the “Policy neither creates nor constitutes a right to store non-aeronautical items in Hangars.” However, the City may approve storage of non-aeronautical vehicles and equipment, at the City’s sole discretion, so long as (1) an airworthy aircraft is parked in the Hangar and the aircraft can be moved in and out of the Hangar without hinderance or (2) storage of equipment associated with an aeronautical activity (e.g., skydiving, ballooning, or gliding). Examples of permitted and prohibited uses are outlined below with the understanding that the City retains the right, consistent with the FAA *Policy on the Non-Aeronautical Use of Airport Hangars*, to further restrict or allow specific non-aeronautical storage at the Airport.

- Permitted non-aeronautical storage:
 - Storage of non-airworthy aircraft requiring long-term major renovation or restoration authorized in writing by the Manager, and only for a specified, finite period, which included specific progress benchmarks.
 - Storage of non-airworthy aircraft during Non-Commercial construction of amateur-built or kit-built aircraft in compliance with progress benchmarks and authorized in writing by the Manager.
 - Storage of aircraft handling equipment (e.g., tow bar, workbenches, tools, etc.) and materials used to service, maintain, repair, or outfit the aircraft.
 - Storage of ancillary or incidental items related to the aircraft.

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- Storage of vehicles which are fully operational and properly permitted by the City while the Based Aircraft in the Hangar is gone.
- Storage of other non-aeronautical items that do not interfere with the primary aeronautical purpose of the Hangar as approved by the Manager.
- Sponsor storage of Airport snow removal and grounds maintenance equipment to protect and extend the useful life of the equipment.
- Prohibited non-aeronautical uses or storage:
 - Use for the purpose of sleeping or as a residence.
 - Use for the operation of a non-aeronautical business (e.g., transportation services, business office, etc.) or storage of non-aeronautical business inventory.
 - Storage of non-aeronautical items in lieu of an off-Airport storage unit.
 - Storage of derelict or non-airworthy aircraft or parts for longer than 12 months.
 - Storage of items prohibited by Legal Requirements.
 - Storage of Hazardous Materials not in compliance with these Rules and Regulations.

5.9. Aircraft Maintenance in Hangars

Aircraft Maintenance may be conducted on Tenant's owned Aircraft within Tenant's premises consistent with any applicable lease, provided such individuals are permitted to conduct such Aircraft Maintenance in compliance with FAA regulations.

- Aircraft Maintenance within Hangars shall not include the following, unless expressly approved in writing by the Manager:
 - Welding
 - Cutting that generates sparks or creates a fire hazard
 - Open flames and torches
 - Servicing any part of a fuel system or transferring fuel

The above list is not intended to represent all Aircraft Maintenance items prohibited within Hangars based on the building and fire codes; but is intended to identify those items that may commonly be performed as part of Aircraft Maintenance. As outlined in the PMCDs, all Activities and uses within Tenant's premises must comply with all applicable Legal Requirements.

5.10. Aircraft Tiedowns

Aircraft parked in a Tiedown space shall be parked in a manner so as to be completely contained in the Tiedown space and shall not be positioned in such a manner so as to block a Taxiway or Taxilane, or obstruct access to Hangars or Tiedowns, parked or staged aircraft, parked or staged vehicles, doors, gates, or fuel storage facilities except for temporary staging and/or Fuel Handling of such aircraft.

- If performed in full compliance with Legal Requirements, preventative Aircraft Maintenance, as defined in 14 CFR Part 43, may be performed on the aircraft listed in the Agreement for the Tiedown space.

5.11. Storage of Materials and Equipment

Materials and equipment shall be stored in such manner as to preclude creating any hazard, obstructing any operation, or littering.

- Storage of materials or equipment, excluding Refueling Vehicles, shall not be permitted outdoors, unless approved in writing by the Airport Manager.

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- Non-hazardous items can be stored in a fully enclosed and secured container on the Leased Premises as long as such storage fully complies with Legal Requirements.
- Unless expressly permitted in an existing Agreement or approved in writing by the Airport Manager, the Leased Premises shall not be used to store non-aviation merchandise, supplies, or equipment excluding those items utilized to fulfill the obligations of an Agreement.
- Trailers, campers, boats or recreational vehicles shall not be stored on the airport.

Railroad (box or tanker) cars, intermodal containers, or tanker, truck, or flatbed trailers, etc. shall not be stored or used to store any type of materials, vehicles, or equipment without the prior written permission of the Airport Manager.

5.12. *Compressed Gases*

Oxygen or any compressed gas in a cylinder or portable tank must be secured to a fixed location or secured to a portable cart designed and approved specifically for the cylinder(s) or tank(s) being secured.

- Compressed gas cylinders or tanks must have approved, and fully operational pressure relief devices installed.
- Cylinders or tanks not in use shall have an approved transportation safety cap installed.
- Cylinders or tanks shall be stored and maintained in accordance with the practices recommended by the IFC.

5.13. *Lubricating Oils*

Lubricating oils having a flash point at or above 150 degrees may be stored in Hangars provided the product is stored in the original container and the capacity of the container is less than 55 gallons and the original manufacturer's labeling or marking is on the container (or the product is stored in other suitable containers approved by the City and the Fire Department).

Storage of more than 55 gallons of lubricating oil or containers having a capacity of more than 55 gallons require a SPCC Plan be provided to the City. Such containers may only be stored in compliance with Legal Requirements and consistent with the Airport's SWPPP and International Fire Code.

5.14. *Right of Entry*

The City shall have the right of entry at reasonable times for repairs, maintenance, modification, or inspection of all Improvements whether the right of entry is provided for in any Agreement.

- For Improvements owned by the City, the Tenant shall provide the City with a key capable of gaining access to the facilities, buildings, and Improvements.
- For Improvements owned by the Tenant, the City shall provide 48-hours advanced notification.

The City and the Fire Department shall have the right of entry to Improvements without advanced notification during emergencies. Emergencies may include, but shall not be limited to, fire, acts of nature, or Hazardous Materials spill or leak, or for the protection of persons or Property.

5.15. *Non-Commercial Flying Club*

A Non-Commercial Flying Club ("Flying Club") is an entity that is legally formed as a non-profit entity, operates on a non-profit basis, and does not hold the Flying Club out to the public as an FBO or SASO. A Flying Club shall conform with FAA Compliance Manual Order 5190.6B Section 10.6 as may be amended from time to time.

Note: This section does not apply to social flying clubs or groups who do not jointly own or operate aircraft.



- Each Flying Club shall keep on file and available for review by the City a complete membership list and a record of all members (past and present) with full names, addresses, and the date the membership began and ended.

The Flying Club shall file and keep the following current with the City:

- articles of incorporation, copies of bylaws, operating membership agreements, and the location and address of the club's registered office,
- roster of all officers and directors including home and business addresses and telephone numbers, and
- designee responsible for compliance with applicable Legal Requirements.

Flying Clubs shall not conduct any Commercial Activity. If the Flying Club is operated for Commercial purposes, the Flying Club shall be required to meet the applicable Minimum Standards for a Commercial Activity.

Members may conduct flight instruction relating to aircraft checkout and/or currency (e.g., flight reviews, instrument proficiency checks, etc.) for other Members. The Flying Club may permit its aircraft to be used for flight instruction as long as both the instructor and person receiving instruction are members of the Flying Club, or instruction is given by a Flight Training Operator (as defined in the Minimum Standards) and the person receiving the training is a member of the Flying Club. A flight instructor may receive Compensation for instruction or may be compensated by credit against payment of dues or flight time; however, that individual may not receive both Compensation and waived or discounted dues or flight time concurrently.

- Flying Club aircraft shall only be used by Members.

If the Flying Club is performing Aircraft Maintenance on aircraft owned by the Flying Club, maintenance area and Hangar are required as follows:

Maintenance area and Hangar (square feet)	BDU
Maintenance area ¹	500
Hangar ²	974

A qualified mechanic who is a Member of the Flying Club may perform maintenance work on aircraft owned by the Flying Club. The mechanic may receive Compensation for such maintenance work or may be compensated by credit against payment of dues or flight time; however, that individual may not receive both Compensation and waived or discounted dues or flight time concurrently.

Insurance – Except as otherwise provided for herein, a Non-Commercial Flying Club shall maintain, at a minimum, the coverage and limits of insurance set forth below:

- General Liability (Combined Single Limit):
 - Each occurrence – \$1,000,000
 - Unlicensed vehicles – \$1,000,000
- Vehicular Liability (Combined Single Limit):

¹ Maintenance area shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts, accessories, related components, and Equipment.

² Hangar area shall be at least equal to the square footage stipulated above or large enough to accommodate the largest Aircraft being serviced, whichever is greater.

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- Each occurrence – \$1,000,000
- Hangar Keeper's Liability (Largest aircraft Accommodated):
 - Single Engine Piston Group I – \$250,000 (each aircraft) and \$500,000 (each occurrence)
 - Multi Engine Piston Group I – \$500,000 (each aircraft) and \$1,000,000 (each occurrence)
 - Turboprop Group I – \$1,000,000 (each aircraft) and \$2,500,000 (each occurrence)
- Aircraft and Passenger Liability (Each Occurrence):
 - Each occurrence – \$1,000,000 Club and \$100,000 sub limit per person



6. AVIATION FUELING

6.1. General

Legal Requirements – Fuel Handling, Refueling Vehicles, and fuel storage facilities at the Airport shall conform to the Legal Requirements including without limitation, those prescribed by the State of Colorado and City and appropriate provisions of 14 CFR; IFC recommendations; ATA 103; Applicable ACs including AC 150/5230-4B “Aircraft fuel Storage, Handling, Training, and Dispensing on Airports”, AC 00-34A "Aircraft Ground Handling and Servicing", and AC 150/5210-5D "Painting, Marking and Lighting of vehicles Used on an Airport" as may be amended; the City’s SWPPP; Legal Requirements established by the Environmental Protection Agency, Colorado Department of Public Health and Environment, and any other Agency having jurisdiction.

Fuel Quality Control – Fuel shall comply with the quality specifications outlined in American Society for Testing and Materials (ASTM) D1655 (Jet Fuel), ASTM D910 (Avgas), or ASTM D4814 (Mogas). Ensuring the quality of the fuel is the sole responsibility of entity engaged in fuel Handling.

Diesel Exhaust Fluid (DEF) Contamination – Personnel are to be trained on the proper storage and handling of DEF in order to prevent the contamination of Fuel System Icing Inhibitor (FSII) or Jet Fuel. If used in Refueling Vehicles or other ground service equipment, DEF must be stored in a separate cabinet or facility from FSII storage and handling areas should be clearly labeled. All DEF transfers between containers must be handled by trained personnel and logged appropriately.

Training – No person shall engage in Fuel Handling until that person is trained.

- Standard Operating Procedure (SOP) shall be developed and maintained for fuel Handling to include compliance with standards set forth in AC 00-34A “Aircraft Ground Handling and Servicing.” The SOP shall include a training plan, fuel quality assurance procedures, record keeping, and emergency response procedures related to fuel spills and fires. The SOP shall also address regular safety and security inspections, bonding and fire protection, public protection, marking and labeling of (and controlling access to) Refueling Vehicles and fuel storage facilities. The SOP shall be made available to the City for review upon request no later than 30 calendar days before any Fuel Handling is scheduled to commence and it shall be made available for review upon request any time changes are planned.

Training records documenting the qualifications of (and the training provided to) each person shall be maintained and kept on file. Tenant shall provide copies of these records to Airport Management upon request.

- Records shall indicate the initial and recurrent training provided (and the date such training was provided and by whom).
- Recurrent training shall be provided on a regularly scheduled basis, but not less than every 12 months
- Records shall be subject to review of and/or inspection by the City or other designated representative(s).
- Training shall be performed in accordance with 14 CFR Part 139 as an airport best practice.

Fuel Handling – Aircraft shall not be engaged in Fuel Handling in an area where aircraft engines are operating, aircraft or engines are being warmed by application of heat, or while the aircraft is located in a congested area in compliance with fuel handling regulations.

All Fuel Handling shall be treated with due caution and circumspection with regard to the rights, safety, and security of others so as not to endanger, or be likely to endanger, persons or Property.

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If any malfunction or irregularity is detected on or within the aircraft or the fuel truck, fuel handling shall cease immediately, and the malfunction or irregularity shall be brought to the attention of the Aircraft Owner or Aircraft Operator immediately. Persons engaged in Fuel Handling shall exercise care and extreme caution to prevent overflow or spills of fuel or oils.

- Should a fuel or oil spill occur at the Airport, the party responsible shall comply with Section 2.16. of these Rules and Regulations.

Fuel Handling shall be conducted in accordance with the procedures stipulated in the Aircraft Operator's Manual. Fuel Handling shall not occur if an electrical storm is in progress within 5 miles of the Airport and may resume 15 minutes following any reported or observed lightning flash within 5 miles of the Airport.

Unless engaging in Rapid Refueling, fueling with passengers onboard, Fuel Handling shall not occur while passengers are on board the aircraft unless a passenger-loading ramp is in place at the aircraft's cabin door, the door is in the open position, and a qualified attendant is present at the door. No person shall operate any cellphone, radio transmitter, or receiver or switch the transmitter or receiver on or off during Fuel Handling unless said radio transmitter or receiver is designed specifically for such environment.

No person shall operate aircraft electrical systems or switch aircraft electrical appliances on or off during fuel Handling.

- Smoking, vaping, matches, lighters, and open flames (e.g., candles, fixtures, or fires) are prohibited within 50 feet of any aircraft, Refueling Vehicle, fuel storage facility.

Fire extinguishers shall be immediately available during Fuel Handling to comply with practices recommended by the IFC and all fire codes, regulations, or directives issued by the Fire Department and/or the City.

- All extinguishers shall be inspected and certified, as required by law, and all personnel involved with fueling or defueling operations shall be qualified and trained to use all fire extinguishers.

The City assumes no liability or responsibility for any violation of any aircraft, Refueling Vehicle, or refueling requirement or procedure, any error, omission, negligence, or any violation of any Legal Requirement relating to Fuel Handling.

- Entities engaged in Fuel Handling shall be solely, fully, and completely responsible for any such violation, error, omission, or negligence incident to or in connection with the entities fuel storage facilities, Refueling Vehicles, Fuel Handling, and training.
- Entities engaged in fuel Handling shall fully reimburse the City for any fines, legal or court costs, incurred by the City for any such violation, error, omission, or negligence.

Prior to engaging in Fuel Handling, entity shall provide the City with a written SPCC Plan that meets all applicable Legal Requirements. An updated copy of the SPCC Plan shall be filed with the City at least 30 calendar days prior to any planned change in operations. A trained person shall be present and responsive while fuel is being transferred into or out of any fuel storage facility or any Refueling Vehicle.

- The person shall remain within the immediate vicinity, in close proximity to, and in direct view of all operating controls and Refueling Vehicles.
- The person shall not leave the discharge end of any hose(s) unattended at any time while the transfer of fuel is in progress.
- The person shall not block open, bypass, disengage, or deactivate the deadman or any related controls while fuel Handling.

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Refueling Vehicles shall be positioned so the vehicle can be safely driven away in the event of spill or fire. Fuel Handling shall be conducted outdoors and at least 25 feet from any Hangar or building and 50 feet from any combustion and ventilation air-intake to any boiler, heater, or incinerator room or as approved by the City and the Fire Department.

Vehicles shall be refueled only at refueling stations approved by the City and the Fire Department. In the absence of suitable ground support equipment, a turbine-powered APU mounted at the rear of the aircraft or on the wing on the side opposite from the fueling point may be operated during Fuel Handling. A turbine-powered APU may be operated during Fuel Handling provided its design, installation, location, and combustion air source do not constitute a fuel vapor ignition source.

The Refueling Vehicle shall be bonded to the aircraft or fuel storage facility to equalize the voltage potential. All hoses, nozzles, spouts, funnels, and appurtenances used in Fuel Handling shall be Factory Mutual (FM) or Underwriters Laboratories (UL) approved and shall be equipped with a bonding device to prevent ignition of volatile liquids.

Hold down or hold open devices on Refueling Vehicle nozzles are prohibited. For single point fueling, deadman controls or mechanisms shall be utilized and shall remain in safe operating condition and good working order. No person shall deactivate or bypass a deadman control or mechanism at any time. During fuel Handling, no person shall use any material or equipment which is likely to cause a spark or ignition within 50 feet.

Refueling Vehicles (including fuel tankers) shall only use the entrance, exit, and route designated by the City during the transportation and delivery of fuel. Refueling Vehicles (including fuel tankers) shall be subject to inspection at any time to determine compliance with these Rules and Regulations.

Appropriate and proper absorbent material(s) and fuel spill containment capable of damming/diking a fuel spill shall be immediately available or as required in the entity's approved SPCC Plan. Each fuel truck is required to have a fuel spill kit onboard at all times.

Rotorcraft Rapid Refueling – Prohibited unless pre-approved by the Manager and City Fire Department and a safety plan is in place with the City's Fire Department. In the event Rotorcraft fueling occurs while an onboard engine is operating, the rotorcraft operator must comply with all Legal Requirements.

Refueling Vehicles

Refueling Vehicles shall be equipped and maintained to comply with all applicable Legal Requirements including, without limitation, those prescribed by:

- IFC Codes;
- 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials"; and
- Applicable ACs including AC 00-34A "Aircraft Ground Handling and Servicing" and AC 150/5210-5D "Painting, Marking and Lighting of vehicles Used on an Airport".

Refueling Vehicles shall be equipped with metering devices that meet all applicable Legal Requirements and shall be bottom loaded. Only those fuel storage facilities and Refueling Vehicles which are approved by the City and the Fire Department shall be used for Fuel Handling. Refueling Vehicles, pumps, meters, hoses, nozzles, funnels, fire extinguishers, and bonding devices used during fuel Handling shall be maintained in a safe operating condition. All hoses, funnels, and appurtenances used in Fuel Handling shall be equipped with a bonding device to prevent ignition of volatile liquids.

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- When Refueling Vehicles are found in a state of disrepair, malfunction, or their use constitutes an undue fire or safety hazard, or the operation of Refueling Vehicles would violate these Rules and Regulations, the entity shall immediately discontinue the use of such Refueling Vehicles until repairs, replacements, or changes are made to render the same safe for continued use.
- Hoses or piping connections shall be secured and capable of holding under the pump's rated pound per square inch PSI discharge.
- Hoses or nozzles shall be FM or UL approved with self-closing valve and no hold-down or hold-open devices. All pumps shall be FM or UL approved.
- All storage tanks shall be rated in accordance with Universal Fire Code (UFC) Article 24, Division II and Article 79, Division XII.

Refueling Vehicles shall not be operated in reverse unless another person is present to safely monitor and direct the movement of the Refueling Vehicle. Refueling Vehicles and fuel storage facilities shall be placarded, marked, or color coded in accordance with NFPA Publication 407 and applicable FAA ACs.

- A copy of all applicable permits, registrations, and certificates shall be maintained in each Refueling Vehicle.

Storage of Refueling Vehicles

Refueling Vehicles shall be stored outdoors at a distance of at least 50 feet from a building or at the distance approved by the Fire Department unless the building is designed, constructed, used exclusively, and approved by the Fire Department specifically for this purpose. Refueling Vehicles shall be parked in a manner that provides a minimum of 10 feet of separation between Refueling Vehicles and any other vehicle or aircraft and a minimum of 20 feet from a storm water inlet.

Maintenance of Refueling Vehicles

Maintenance of Refueling Vehicles shall be performed outdoors or in a building which is approved by the Fire Department specifically for this purpose. Entities engaged in fuel Handling shall document and maintain and keep on file Refueling Vehicle maintenance records. These records shall be made available to the City upon request.

Fuel Storage Facilities

Entities shall be liable and shall defend, indemnify, save, protect, and hold harmless the City for all leaks, spills, or other damage that may result from fuel handling. Fuel storage facilities shall be operated and maintained in accordance with practices recommended by NFPA 407 and in full compliance with Legal Requirements and shall be approved by all Agencies having jurisdiction. fuel storage facilities shall be constructed and/or tanks shall be installed in accordance with the practices recommended by the IFC and in full compliance with Legal Requirements. Plans for installation and operation of fuel storage facilities shall be submitted to the City and the Fire Department and approval shall be received from the City and the Fire Department prior to installation and operation.

- All vehicle and/or pedestrian gates leading into fuel storage facilities shall remain closed, locked, and secured except when actually in use.

6.2. *Non-Commercial Self-Fueling (Jet and Avgas)*

Introduction – Any entity engaged in Non-Commercial Self-fueling of jet and/or avgas shall comply with this Section and all applicable provisions of Section 6.1 of these Rules and Regulations. Non-Commercial Self-Fueling is defined as fueling of an aircraft by the Aircraft Owner or the Owner's Employee(s) using the Aircraft Owner's vehicles, Equipment, and resources.

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Permit – No Aircraft Owner or Aircraft Operator shall engage in Self-Fueling unless a valid General Aviation Self-Fueling Permit authorizing such activity has been issued by the City (herein after referred to as Self-Fueling Permittee).

The Self-Fueling Permit shall not reduce or limit Self-Fueling Permittee’s obligations with respect to these Non-Commercial Self-Fueling rules which shall be included in the Self-Fueling Permit by reference. Self-Fueling Permittee shall provide evidence of aircraft ownership, lease, or operation (full and exclusive control).

- If the aircraft is being leased or operated by (and under the full and exclusive control of) and fueled by Self-Fueling Permittee, Self-Fueling Permittee shall provide the City with a copy of the lease or operating agreement.
- The City will determine if the lease or operating agreement demonstrates that the Self-Fueling Permittee has the full and exclusive control of the aircraft.

Self-Fueling Permittee shall maintain written records of compliance with all Legal Requirements (including tax or fee payments) for the use of fuel utilized in aircraft and provide records upon request by the City.

Reporting – On or before the 10th day of the subsequent month, Self-Fueling Permittee shall: (a) provide a summary report and associated load tickets showing fuel quantity delivered, to the City identifying the number of gallons of: (i) aviation fuel purchased by Self-Fueling Permittee (by fuel type), (ii) delivered to Self-Fueling Permittee’s fuel storage facility (by fuel type), and (iii) dispensed to Self-Fueling Permittee’s aircraft at the Airport and (b) pay the appropriate fees due to the City.

Records and meters shall be made available for review by the City or its designated representative. In the case of a discrepancy between the amount of fuel purchased by and/or delivered to Self-Fueling Permittee and the amount of fuel delivered to Self-Fueling Permittee’s aircraft and/or dispensed by Self-Fueling Permittee at the Airport, the greater amount shall prevail, and the Self-Fueling Permittee shall promptly pay all additional fees due the City, plus annual interest on the unpaid balance at the maximum rate allowable by law from the date originally due.

Operations – Self-Fueling shall be conducted only in those areas designated by the City as identified in the Self-Fueling Permit.

- Self-Fueling at any other location at the Airport is prohibited.
- Pouring or gravity transfer of fuel and fueling from containers having a capacity of more than 5 gallons is prohibited.

Equipment – Self-Fueling Permittee shall utilize a Refueling Vehicle for dispensing fuel into Self-Fueling Permittee’s aircraft. Refueling Vehicle(s) shall be solely owned, leased, and/or operated by (and under the full and exclusive control of) the Self-Fueling Permittee. Refueling Vehicles must have been designed, built and appropriately permitted for the exclusive purpose of transferring fuel into aircraft.

Self-Fueling Permittee shall utilize a single Refueling Vehicle for each type of fuel to be dispensed as follows:

Refueling Vehicles	BDU
Jet Fuel	
Minimum capacity (gallons)	500
Maximum capacity (gallons)	2,000
Avgas	

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Refueling Vehicles	BDU
Minimum capacity (gallons)	500
Maximum capacity (gallons)	1,000

- Self-Fueling Permittee's utilizing an FBO fuel storage facility must park the Refueling Vehicle on the FBO's Leased Premises and in an area with secondary containment, when not in use.
- Self-Fueling Permittee's utilizing off Airport fuel storage must park the Refueling Vehicle off Airport when not in use.

Fuel Storage Facilities – Self-Fueling Permittee shall demonstrate that satisfactory arrangements have been made for the storage of fuel, as follows:

- through an authorized FBO at the Airport;
- off Airport; or
- through Self-Fueling Permittee's fuel storage facility at the Airport in a location consistent with the Master Plan, Airport Layout Plan, and/or Land Use Plan and approved by the City.

Self-Fueling Permittee's authorized by the City shall lease land and own or lease an above ground fuel storage facility in the designated fuel storage area as follows:

Fuel Storage Facility	BDU
Jet Fuel	
Number of tanks	1
Minimum total capacity (gallons)	5,000
Avgas	
Number of tanks	1
Minimum total capacity (gallons)	5,000

Fuel storage facility shall denote the aircraft FAA N-Number(s) identified on the Self-Fueling Permittee's Self-Fueling Permit with 12-inch characters on each side of the fuel storage facility.

Limitations – Self-Fueling Permittee shall not sell and/or dispense fuel to aircraft that are not owned, leased, and/or operated by (and under the full and exclusive control of) Self-Fueling Permittee and identified to the City. Any such selling or dispensing shall be grounds for revocation of the Permit by the City as well as the collection of all applicable fines or other charges.

- Revocation upon first violation will be for a period of one year.
- Revocation upon a second violation shall be permanent.

Public Service Agency – Entities providing an Emergency Public Service are not required to meet the fueling equipment and storage facility requirements identified in this Section unless fuel is being delivered to aircraft by Refueling Vehicles or through a fixed fueling station.

Fuel storage facilities and delivery of fuel for aircraft operated by Public Service Agency must be approved in writing, in advance by the City.

Insurance – Except as otherwise provided for herein, Non-Commercial Self-Fueling Permittee shall maintain, at a minimum, the coverage and limits of insurance set forth below:

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- General Liability (Combined Single Limit)
 - Each occurrence – \$1,000,000
 - Unlicensed vehicles – \$2,000,000/\$5,000,000
- Business Automobile Liability (Combined Single Limit)
 - Non-Movement Area – \$1,000,000
 - Movement Area – \$2,000,000
- Environmental Liability – \$2,000,000

6.3. *Commercial Self-Serve Fueling*

Introduction – Entities using a Commercial self-serve fuel pump shall comply with this Section and all applicable provisions of Section 6.1. of these Rules and Regulations (Fuel Handling and Rotorcraft Rapid Refueling)

Training – No person shall engage in Fuel Handling until that person is trained or possesses a valid and current pilot's license. Documentation shall be provided to Airport Management upon request.



7. NOISE ABATEMENT

7.1. *Introduction*

Consistent with the Aircraft Operator's responsibility for complying with 14 CFR, and the operating parameters of the aircraft as set forth by the aircraft manufacturer, Aircraft Operators are requested to use procedures which minimize the noise impact on surrounding areas. Pilots arriving to or departing from the Airport are encouraged to comply with the voluntary noise abatement procedures.

- Avoid touch and go landings between 5:00pm and 8:00am local time
- Avoid flight operations between 11:00pm and 7:00am local time
- Utilize Runway 8 as the preferred runway if wind conditions allow
- Avoid sensitive noise areas as indicated in Appendix C – Noise Abatement Map
- Avoid flying north of Jay Road for the downwind leg for Runway 8 as indicated in Appendix C – Noise Abatement Map
- Utilize a straight-in approach to Runway 26 between 8:00 PM and 7:00 AM.

Reporting – All concerns regarding noise related to the Airport shall be made to the Airport Manager at 303.489.8874 or made online at www.bouldercolorado.gov/airport.



8. AIRFIELD OPERATIONS

8.1. *Introduction*

Consistent with the Aircraft Operator's responsibility for complying with 14 CFR, and the operating parameters of the aircraft as set forth by the aircraft manufacturer, Aircraft Operators are requested to use procedures to preserve the safety of others and operational efficiency of the Airport.

8.2. *Operational Procedures*

Simultaneous operations on Runway 8G/26G and Runway 8/26 are prohibited. Runway 8/26 and 8G/26G are considered to be one landing surface.

8.3. *Staging*

Operations or staging of aircraft (including associated ground service equipment) are prohibited on the grass area in-between Runway 8G/26G and Runway 8/26 if Runway 8/26 or 8G/26G are occupied with active aircraft operations or staged aircraft. Operations by capable aircraft on the grass area in between Runway 8G/26G and Runway 8/26 are permitted only when Runways 8G/26G and Runway 8/26 are not occupied. This provision is not intended to limit the use of the grass area by aircraft declaring an in-flight emergency. Pilots are reminded that the area within the Obstacle Free Zone ("OFZ") is to remain clear of all obstacles for aircraft operating on the designated runway surface. The edge of the main runway OFZ to the north is 250 feet from the main runway centerline and marked with a bright orange line painted on the grass. No aircraft or vehicles are allowed in this OFZ when the main runway is in use. The City does not guarantee the grass area within the OFZ is suitable for aircraft operations.

- Glider tow packages may not be staged on Runway 8G/26G if the grass area is in use.
- The OFZ is defined as 250 feet from the centerline of the runway for airports operating small aircraft. The northern OFA boundary at BDU is marked with a bright orange line paralleling the main runway. When the main runway is in use, no aircraft or vehicles are allowed south of the orange line.



APPENDIX A – PMCD GENERAL PROVISIONS

A-1. Purpose

The PMCD General Provisions set forth in this section are common to all PMCDs and are incorporated into each PMCD by reference.

A-2. Authority of Airport Sponsor and Governing Body

The authority to implement, supplement, amend, or adopt any policy, standard, rule, regulation, or directive, including the PMCDs, is delegated to the City by the Colorado Revised Statutes Title 41 – Aeronautics: Aircraft and Airports, Article 4 – Airports, Part 2 – Airports – Cities and Towns, § 41-4-204.

The authority to: (a) lease Airport land and/or Improvements, (b) allow the occupancy and/or development of Airport land or Improvements, and (c) grant the right to engage in any activity at the Airport is expressly reserved to the City.

A-3. Applicability

Provisions of the PMCDs apply within the defined boundaries of the Airport as illustrated in the Airport Layout Plan (ALP) and include all access roads on the Airport.

A-4. Statement of Policy

It is the desire of the City to: (a) plan, develop, operate, and manage the Airport in such a manner so as to ensure the Airport's financial health, (b) protect and promote the health, safety, security, and general welfare of the public, and (c) encourage the provision of the type, level, and quality of General Aviation products, services, and facilities desired by the public.

For situations not specifically addressed in the PMCDs, the City reserves the right to make such policies, standards, rules, regulations, and directives as may be appropriate given the situation and/or circumstances pertaining to the use of the Airport. The Airport Manager has the authority to make decisions on any matter not covered by the PMCD's.

The Airport is required to operate for the use and benefit of the public and shall be made available to all types, kinds, and classes of Aeronautical Activity on reasonable terms and without unjust discrimination.

A-5. Non-Discrimination

No person, in the use of the Airport's land and Improvements, shall discriminate against any person or class of persons because of race, color, national origin, religion, sex (including pregnancy and gender identity), genetic information, age, disability, sexual orientation in providing any products or services or in the use of any of the Airport's land and Improvements provided for the public, or in any manner prohibited by applicable Legal Requirements.

A-6. Airport Management

The Manager is responsible for the planning, development, operation, administration, management, maintenance, and security of the Airport and all City owned and operated land, Improvements, facilities, vehicles, and equipment associated with the Airport. The City Manager has authorized the Manager to: (a) interpret, administer, and enforce Agreements and the PMCDs, (b) allow, where and when appropriate, temporary, short-term occupancy or use of Airport land or Improvements, and (c) obtain and receive copies of all licenses, permits, certifications, ratings, certificates of insurance, and other documents required to be provided to the City. All inquiries regarding the PMCDs and/or compliance therewith shall be directed to the Manager.



A-7. Effective Date

The PMCDs shall be in effect and shall remain in effect from the date of adoption by the City, unless repealed by the City.

A-8. Compliance with Legal Requirements and Agreements

All entities leasing, occupying, and/or developing Airport land and/or Improvements and/or engaging in an Aeronautical Activity at the Airport shall comply, at the entity's sole cost and expense, with all applicable Legal Requirements.

No Agreement, nor any payment or performance required there under, shall excuse any entity from compliance with the PMCDs. Compliance with the PMCDs shall not excuse any responsibility or obligation an entity may have to the City under any existing Agreement.

A-9. Conflicting Legal Requirements and Agreements

If any provision of the PMCDs is found to be in conflict with any other City policy, standard, rule, regulation, or directive; any provision of any applicable Legal Requirement; or any provision of an Agreement (if provided for in the Agreement), the provision that establishes the higher or stricter standard shall prevail.

A-10. Right to Self-Service

An Aircraft Owner or the Aircraft Owner's Employees may perform Self-Services (fueling, maintenance, or repair) on the Aircraft Owner's aircraft utilizing the Aircraft Owner's vehicles, equipment, and resources (Self-Service). An Aircraft Owner or the Aircraft Owner's Employees are permitted to perform such Self-Services on the Aircraft Owner's aircraft provided there is no attempt to perform such services for others for Compensation and further provided that such right is conditioned upon compliance with the PMCDs and all applicable Legal Requirements.

If the right to Self-Service is not exercised, an Aircraft Owner is only permitted to have the Aircraft Owner's aircraft fueled, maintained, repaired, or otherwise serviced at the Airport by those Operators authorized to engage in such Commercial Activities at the Airport.

An Operator may restrict the use of its exclusive Leased Premises for Self-Service activities.

Note: This Section does not apply to persons utilizing a Commercial self-serve fueling facility as provided in Section 6.2.

A-11. Prohibited Activities

The following activities are prohibited at the Airport:

1. Through-the-Fence activities
2. Co-Op fueling
3. "Tailgate" mechanics or mechanic services not covered by an Airport Commercial Service agreement.

A-12. Fines or Penalties

Entities shall have the responsibility to pay any fine or penalty levied against entity, the City, or the Council, individually or collectively, as a result of an entity's failure to comply with any applicable Legal Requirement. If the fine or penalty is contested, the entity shall pay the fine or penalty if upheld by the Agency having jurisdiction.



A-13. Severability

If any provision of the PMCDs shall be held to be unlawful, invalid, or unenforceable by final judgment of any Agency or court of competent jurisdiction, the judgment shall not in any way affect the validity of any other provisions of the PMCDs.

A-14. Subordination

The PMCDs are subject and subordinate to the provisions of any agreement between the City and the State of Colorado or the United States Government pertaining to the planning, development, operation, and management of the Airport.

The City recognizes the jurisdiction of the federal government, delegated to the FAA, concerning the licensing and regulation of pilots, air carriers, and aircraft; and concerning the navigable airspace. The PMCDs are not intended to assert jurisdiction by the City over matters under the exclusive jurisdiction of the federal government, and the provisions of the PMCDs shall be interpreted consistent with this purpose.

A-15. Notices, Requests for Approval, Applications, and Other Filings

Any notice, request for approval, application, or other filing required or permitted to be given or filed with the City and any notice or communication required or permitted to be given or filed with any existing or prospective Operator, Lessee, or Sublessee pursuant to the PMCDs shall be in writing, signed by the party giving such notice, and shall be sent by overnight courier, United States certified mail, facsimile (confirmed by dated return signature), email (confirmed by return email), or in person (confirmed by dated and signed receipt). Such notice, request for approval, application, or other filing shall be deemed to have been given when delivered to the City or existing or prospective Operator, Lessee, or Sublessee at its principal place of business or such other address as may have been provided. Operator, Lessee, or Sublessee shall provide notice to the City of a change of address within fourteen calendar days.

A-16. Amendments

The PMCDs may be supplemented, amended, or modified from time to time and in such a manner and to such extent as deemed appropriate or necessary by the Council. The Council may provide for public notification of pending supplements, amendments, or modifications to the PMCDs in order to provide the opportunity for public comment. The Council may issue emergency policies, standards, rules, regulations, or directives from time to time.

A-17. Variance or Exemption

The City Manager may, but is not obligated to, approve variances or exemptions to the PMCDs when special conditions or unique circumstances exist. Requests for variance or exemption shall be submitted in writing to the City Manager, with a copy to the Airport Manager, and must state:

1. the specific PMCD provision(s) for which the variance or exemption is being sought,
2. describe the proposed variance or exemption, state the reason for the proposed variance or exemption;
3. identify the anticipated impact on the Airport (and other entities including Operators, Lessees, Sublessees, users of the Airport, and the public); and
4. identify the duration of the proposed variance or exemption.

Prior to the City Manager approving or denying a variance or exemption, the City shall conduct a review of all relevant information. Approval or denial by the City Manager of a variance or exemption shall be reasonable, not unjustly discriminatory, and consistent with prior decisions involving similar conditions or circumstances at the Airport (if any) and shall be provided in writing within 90 calendar days from the receipt of the written request.



5. An approval by the City Manager of a variance or exemption shall not serve to amend, modify, or alter the PMCDs or any existing Agreement.
6. Requests for variance or exemption can be denied in accordance with Possible Grounds for Rejecting Application of these PMCD General Provisions.

A-18. Enforcement

The Manager is empowered by the City Manager to require compliance with and enforce the PMCDs. The City of Boulder Fire Department is authorized to enforce all fire and Hazardous Materials related Legal Requirements (within its jurisdiction). The BPD and Law Enforcement Officers are authorized to enforce all Legal Requirements (within jurisdiction).

Representatives of the City, as designated by the Manager, shall enforce these Rules and Regulations. Any person or entity who violates these Rules and Regulations may be cited under Section 5-5-20 of the Boulder Revised Code or any other applicable Legal Requirement, removed from the Airport, denied use of the Airport, and/or prevented from engaging in Activities at the Airport and shall be subject to all legal, equitable, statutory, and common law rights and remedies available to the City.

A-19. Disputes

Unless a different procedure is prescribed by applicable law or ordinance, any party aggrieved by a decision of airport management may appeal (in writing) such decision to the Manager within 14 calendar days after such decision is issued. Any claim not timely submitted to the Manager is waived.

The Manager shall respond to such written claim within 30 calendar days of the receipt of the claim by either (a) making a written determination with respect to the claim, or (b) making a written request for additional information. If requested, the party shall provide all requested additional information within 14 calendar days of the date of the Manager's request or the claim is waived. Thereafter, the Manager shall make a written determination with respect to the claim within 30 calendar days after receipt of the additional information. In either case, the Manager's written determination shall be final and conclusive unless within 30 calendar days from the date of the Manager's written determination, the party requests, in writing, an appeal to the City Manager stating specifically all grounds of appeal.

The City Manager shall use their best efforts to hear any such appeal within 120 calendar days after the City Manager's receipt of the written appeal. Hearings shall be conducted pursuant to Title 1, Chapter 3 of the Boulder Revised Code.

The City Manager may, in their sole discretion, submit any appeal to non-binding third party mediation in which case, both parties shall share equally the costs and/or expenses of a third-party mediator. The costs and/or expenses of attorneys, witnesses, specialists, or experts shall be the direct responsibility of each party. The party shall diligently continue performance of its Agreement with the City, in compliance with the PMCDs, regardless of whether or not a dispute is pending or being appealed, and regardless of the outcome of such dispute or appeal.

A-20. Rights and Privileges Reserved

In this section, the term "activity" is inclusive of all Commercial Aeronautical Activities, Non-Commercial Aeronautical Activities, and non-aeronautical activities.

In addition to the following rights and privileges, the City reserves the rights and privileges outlined under federal and/or state Airport Sponsor Assurances as such rights and privileges may be amended from time to time.



APPENDIX A – PMCD GENERAL PROVISIONS

1. Nothing contained within the PMCDs shall be construed to limit the use of any area of the Airport by the City (and its representatives, officers, officials, employees, agents, and volunteers) or to prevent any FAA, DHS, TSA, Law Enforcement Officer, or Fire Department personnel from acting in official capacities.
2. The City reserves the right for the use of the Airport by others pursuant to applicable Legal Requirements pertaining to the Airport and such use.
3. The City reserves the right to designate specific Airport areas for activities in accordance with the currently approved ALP. Such designation shall give consideration to the nature and extent of current and/or future activities and the land and/or Improvements that may be available and/or used for specific activities and shall be consistent with the safe, secure, orderly, and efficient use of the Airport.
4. It is the policy of the City that any occupancy, use, and/or development (construction or modification) of land and/or Improvements that are inconsistent with the ALP are, in general, not allowed without FAA approval. Any development that is substantially different than that depicted on the ALP could adversely affect the safe, secure, orderly, or efficient use of the Airport. Nothing contained in the PMCDs shall require or obligate the City to apply to the FAA for approval of the revision of the ALP on behalf of a current or prospective Operator, Lessee, Sublessee, or user of the Airport.
5. The City reserves the right to develop and make any Improvements and/or repairs at the Airport that it deems necessary. The City will provide advance notice of the date and time to affected parties that such development, improvements, and/or repairs will be made. The City shall not be obligated to reimburse or compensate any Operator, Lessee, Sublessee, or other entity for any cost and/or expense incurred, loss of revenue, or inconvenience that may result from such development, improvement, and/or repair.
6. The City (and its representatives, officers, officials, employees, agents, and volunteers) shall not be responsible for loss, injury, or damage to persons or Property at the Airport related in any way to any natural disaster or illegal activity.
7. During time of war or national emergency, the City shall have the right to enter into an agreement with the United States Government for military use of part or all of the landing area, the publicly owned air navigation facilities, and/or other land and Improvements of the Airport. If any such agreement is executed, any agreement, insofar as it is inconsistent with the agreement between the City and the United States Government, shall be suspended, without any liability on the part of the City.
8. The City will not relinquish the right to take any action the City considers necessary to protect the aerial approaches of the Airport against obstruction or to prevent a person from erecting or permitting to be erected any facility or other structure which might limit the usefulness of the Airport or constitute a hazard to aircraft.
9. The City does not waive any sovereign, governmental, or other immunity to which the City may be entitled, including but not limited to immunity under the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 – 120, nor shall any provision of the Rules and Regulations, PMCDs, or any Agreement be so construed.
10. The City will not submit to the laws of any state other than those of the State of Colorado.

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11. The City is under no obligation to provide financing and/or make any improvements to Airport land and/or Improvements to facilitate any development or consummate any Agreement proposed by a current or prospective Operator, Lessee, or Sublessee. In addition, the City is under no obligation to:
(a) pursue federal, state, or other available funds to contribute to such development or (b) provide matching funds to secure such funding.
12. The City reserves the right to take such actions as it may deem necessary, appropriate, and/or in the best interest of the City including preserving the assets of the City and the Airport, protecting the safety and security of the people who work at and/or use the Airport, and maintaining the integrity of the City's mission, vision, values, goals and objectives for the City and the Airport.

A-21. Possible Grounds for Rejecting Application

In this section, the term “activity” is inclusive of all Commercial Aeronautical Activities, Non-Commercial Aeronautical Activities, and non-aeronautical activities.

The City may reject any proposal, request for variances or exemption, assignment, change in majority ownership, encumbrance, or application for any one or more of the following reasons (as determined in the sole discretion of the City).

1. The entity, for any reason, does not fully meet the qualifications, standards, and requirements established by the City. The burden of proof shall be on the entity and the standard of proof shall be by clear and convincing evidence.
2. The City or the FAA has determined that the contemplated activity and/or Improvements would create a safety or security risk at the Airport or constitute a Hazard, obstruction, or danger to air navigation.
3. The City would be required to expend funds and/or supply labor and/or materials in connection with the proposed activities and/or Improvements that the City is unwilling and/or unable to expend or supply.
4. The financial plan associated with the proposed activities and/or Improvements is not realistic and attainable and/or will result in a financial operating loss or hardship for the entity.
5. No appropriate, adequate, or available land and/or Improvement exists at the Airport to accommodate the proposed activity of the entity at the time the proposal or application is submitted, nor is such availability contemplated within a reasonable period.
6. The proposed activities and/or Improvements do not comply with the ALP currently in effect or anticipated to be in effect.
7. The entity's occupancy, use, or development of Airport land and/or Improvements could be detrimental to the public, result in congestion of aircraft, and/or negatively impact the safety and/or efficiency of the Airport, Operators, Lessees, Sublessees, or users of the Airport.
8. The entity intentionally or unintentionally misrepresented or failed to disclose material fact in a proposal, in an application, and/or in supporting documentation.
9. The entity or any officer, director, agent, representative, shareholder, or key employee thereof has a record of violating the Legal Requirements of the City, any other airport sponsor, the State of Colorado, the FAA, or any other Legal Requirement applicable to the Airport and/or the entity's proposed activity.
10. The entity or any officer, director, agent, representative, shareholder, or key employee thereof has defaulted in the performance of any Agreement or Sublease at the Airport or at any other airport.
11. The entity does not exhibit adequate financial capability, capacity, or responsibility to undertake and sustain the proposed activity.



APPENDIX A – PMCD GENERAL PROVISIONS

12. The entity cannot obtain a bond or insurance in the type and amounts required by the City for the proposed activity.
13. The entity seeks terms and conditions which are inconsistent with the PMCDs and/or any request for qualifications and/or proposals (or any other document) issued by the City.
14. The entity's interests and/or the proposed activity or use is inconsistent with the mission, vision, values, goals, or objectives of the Airport; the best interest of the City; or any Airport Sponsor Assurances.
15. The entity has been party to vexatious or frivolous litigation, including, without limitation, administrative litigation, against the City.
16. The applicant is in arrears on property taxes to the city for any other non-airport related properties in the jurisdiction. This creates an ineligibility to conduct new business at the City's airport.
17. Any other grounds authorized by law.



APPENDIX B – DEFINITIONS AND ACRONYMS

B-1. Definitions

Abandoned – Property, other than aircraft or vehicles, that has been voluntarily given up by the owner and left at the Airport for 48 hours without the owner moving or claiming it.

Accident – A collision or other contact between any part of an aircraft, vehicle, equipment, person, stationary object and/or other thing which results in Property damage, personal injury, or death; or an entry into or emergence from a moving aircraft, vehicle, or equipment 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 (Activity) – Any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of aircraft. Any activity which contributes to, or is required for, the safety of such operations. Any activities which have a direct relationship to the operation of aircraft or the operation of the Airport

Affiliate – Any entity that shall directly or indirectly control, be under the control of, or be under common control with Operator. Control for these purposes shall mean the direct and indirect ownership of 50% or more of the outstanding voting stock of a corporation or 50% or more equity or controlling interest if not a corporation.

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

Agreement – A written contract (e.g., lease agreement, license agreement, permit, etc.), enforceable by law, executed by both parties, between the City and entity transferring rights or interest in land and/or Improvements and/or otherwise authorizing the conduct of certain activities.

Air Carrier – An entity engaged in the operation of an aircraft for the purpose of transporting passengers, mail, express, freight, or cargo, on a scheduled or non-scheduled basis, whose operation is either intrastate or interstate.

Air Operations Area (AOA) – A portion of an airport which includes aircraft Movement Areas, Ramps, and safety areas, and any adjacent areas that are not separated by adequate security systems, measures, or procedures.

Aircraft and Passenger Liability – Insurance coverage pertaining to bodily injury, Property damage, and passenger injury for all owned, leased, or operated aircraft.

Aircraft Accident – An occurrence associated with the operation of an aircraft that takes place between the time any person boards the aircraft with the intention of flight and all such persons have disembarked, and in which any person suffers death or serious injury, or in which the aircraft receives substantial damage (as described in 49 CFR 830).

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

Group I: Up to but not including 49 feet

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

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

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

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

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

Aircraft Incident – An occurrence other than an Aircraft Accident that affects or could affect the safety of operations (as described in 49 CFR 830).

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

Aircraft Maintenance – The repair, maintenance, alteration, calibration, adjustment, preservation, or inspection of aircraft airframe, powerplant, propeller, and accessories (including the replacement of parts) as described in 14 CFR Part 43.

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

Aircraft Owner – The registered legal Owner of an aircraft according to FAA records.



APPENDIX B – DEFINITIONS AND ACRONYMS

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

Airport – All land, Improvements, and appurtenances within the legal boundaries as it now exists on the Airport Layout Plan (or Exhibit A of the most recent FAA grant) and as it may hereinafter be modified at Boulder Municipal Airport (BDU).

Airport Identification Badge – A media allowing access to certain parts of the Airport.

Airport Improvement Programs – An FAA program that provides grants to public agencies, and in some cases to private owners and entities, for the planning and development of public-use airports that are included in the National Plan of Integrated Airport Systems (NPIAS).

Airport Layout Plan (ALP) – The FAA approved drawing, as may be amended from time to time, which reflects an agreement between the FAA and City depicting the physical layout of an airport and identifying the location and configuration of current and proposed Runways, Taxiways, buildings, roadways, utilities, navaids, etc.

Airport Manager – That person (or designated representative thereof), appointed by the City, responsible for the administration and day-to-day operation and management of the Airport, all City owned Property, vehicles, equipment, material, financial assets, and Employees at the Airport, and all employees assigned to the Airport.

Airport Security Program (ASP) – The current Airport Security Program, as may be amended from time to time, approved by the Transportation Security Administration (if necessary), that specifies the systems, measures, and procedures that are used to meet an airport's regulatory and statutory responsibilities relating to airport security.

Airport Sponsor Assurances – Those contractual obligations that are described by law in 49 U.S.C. 47107 and are undertaken by a public airport sponsor as a condition of receipt of federal airport development grants or federal surplus Property.

Airside – The Runways for landing and taking off of aircraft, designated helipads, Taxiways and Taxilanes for ground movement of aircraft, and Ramp for parking, loading, unloading, fueling, and servicing of aircraft.

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

Association – An entity legally formed and recognized under the laws of any State having an existence separate and apart from its members or shareholders (e.g., Limited Liability Company, Corporation, Partnership, Limited Partnership, etc.).

Based Aircraft – An aircraft identified in a written aircraft storage Agreement with the City, FBO, or SASO.

Boulder City Council – The governing body responsible for setting policies for the City which consists of 8 members and the Mayor, who are all elected at large.

Business Automobile Liability – Insurance coverage pertaining to bodily injury and Property damage for all licensed vehicles arising out of (or relating to) the use, loading, and unloading of owned, non-owned, or hired vehicles.

Capital Investment – Any City approved expenditure made by an Operator or Lessee to: (a) the Operator's or Lessee's Leased Premises which will, at the end of the term of the Agreement, revert to the City and/or (b) Airport Infrastructure which will immediately revert to the City.

Certified Flight Instructor (CFI) Professional Liability – Insurance coverage pertaining to bodily injury and property damage not only during dual flight instruction, but also after instruction has been given.

Certificates of Insurance – A certificate provided by and executed by an insurance company to the City providing evidence of the insurance coverages and policy limits.

City of Boulder Fire Department (Fire Department) – The City Fire Department provides fire services as well as several community services to the City.

City of Boulder Police Department (BPD) – The City's Police Department provides law enforcement services as well as several other community services to the City.

Commercial – For the purpose of securing earnings, income, Compensation (including exchange or barter of goods and services), and/or profit.

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APPENDIX B – DEFINITIONS AND ACRONYMS

Commercial General Liability – Insurance coverage pertaining to bodily injury, personal injury, Property damage, contractual liability, products and completed operations and, if applicable, use of unlicensed vehicles that in any way arise from the use of the Leased Premises and operations or Activities of the entity. Unlicensed vehicles operated on the Movement Area will require coverage in an amount not less than that identified for combined single limit per occurrence for bodily injury, personal injury, and Property damage.

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

Competitive proposal process – A process that is used to seek competitive proposals from qualified entities when land and/or Improvements are or become available at the Airport for occupancy or use.

Condemnation – The taking of land and/or Improvements for any public or quasi-public use under any Legal Requirement or by the right of eminent domain.

Contiguous – Land and/or apron that shares an edge or boundary or is separated by no more than a Taxilane.

Co-op Fueling – The non-commercial fueling of an aircraft by the owner of the aircraft or the owner's employee using vehicles, equipment, and resources not wholly owned by the aircraft owner.

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

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

Development Standards – The parameters governing the design, construction, and/or modification of Tenant's land and/or Improvements at the Airport, as may be amended from time to time.

Drop Zone – intended parachute landing area.

Emergency Public Service – Services provided to the general public including law enforcement (police), fire, rescue, and emergency medical or ambulatory transportation.

Emergency Vehicle – Vehicle of any Agency providing law enforcement, fire protection, rescue, emergency medical or ambulatory transportation, or any vehicle conveying an Airport official or an Airport employee in response to an emergency call.

Employee – Any individual employed by an entity whereby said entity is legally obligated to collect and pay all associated taxes on behalf of that individual. The determination of status between an Employee and an independent contractor shall be made according to current IRS regulations.

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

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

Exclusive Right – A power, privilege, or other right excluding or preventing 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 real estate, which is permitted by federal regulation under certain conditions.

Fiscal Year (or FY) – The accounting period of the City beginning January 1st and ending December 31st established for accounting purposes.

Fixed Based Operator (FBO) – A person meeting the definition established in Section 11-4-2(a) of the Boulder Revised Code.

Fuel Handling – The transporting, delivering, fueling, dispensing, or draining of fuel or fuel waste products.

General Aviation – All aviation with exception of Air Carriers and the military.

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APPENDIX B – DEFINITIONS AND ACRONYMS

General Aviation Leasing/Rents and Fees Policy – Primary Management and Compliance Document that sets forth the parameters for leasing Airport land and Improvements (for general aviation purposes) and outlines the process for establishing and adjusting General Aviation rents and fees at the Airport, as may be amended from time to time.

Good Standing – Full compliance with all applicable Legal Requirements and not in default of any Agreement with the City.

Hangar – Any fully or partially enclosed storage facility for an aircraft.

Hangar Keeper’s Legal Liability – Insurance coverage pertaining to Property damage for all non-owned aircraft under the care, custody, and control of the Operator.

Hazard – Obstructions or hazards to safe use of the Airport or navigable airspace as defined by the FAA.

Hazardous Materials – A hazardous or toxic substance, material, or waste which is or becomes regulated by any Agency.

Immediately – The ability to occupy Leased Premises and offer products, services, and/or facilities (to the public) on the effective date of the Agreement. When construction and/or alteration of facilities are involved, immediately shall mean the ability to obtain a certificate of occupancy from the authorizing Agency for the proposed facilities within 18 months following the possession of the Leased Premises.

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

Independent Operator – An entity offering aeronautical service(s) but without an established place of business on the Airport.

Infrastructure – Runways, Taxiways, Taxilanes, Ramps, navais, airport roadways, utilities, etc.

Jet Fuel – Fuel meeting the specifications of ASTM D1655 which is commonly utilized to power turbine-engine (Turboshaft, Turboprop, and Turbojet) aircraft.

Landside – The portion of the Airport used for activities other than the movement of aircraft, such as vehicle access roads and parking.

Land Use Plan – A document approved by the FAA as part of the Airport Layout Plan used to guide land use surrounding the Airport.

Law Enforcement Officer – A “peace officer” as defined in Section 16-2.5-101 of the Colorado Revised Statutes.

Legal Requirements – All applicable federal, state, City, and local laws, codes, ordinances, executive orders, policies, and regulations.

Leased Premises – The land and/or Improvements used exclusively under Agreement by a Tenant.

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

Light Aircraft – Aircraft having a maximum takeoff weight of 12,500 pounds or less.

Light Sport Aircraft – An aircraft certificated by the FAA which is restricted by maximum takeoff weight, maximum operating airspeeds, maximum seating capacity, engine and related controls type (if powered), and type of landing gear.

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

Loitering – Remaining in an area for no obvious reason or not being able to give a satisfactory explanation of one’s presence in an area.

Lost Property – Property that has been involuntarily or unintentionally dropped or left without an intent to abandon it.

Market Rent – The rent that land or Improvements would command in the open market as indicated by rents asked and paid for at comparable land or improvements as of the date of determination.

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

Minimum Standards (Minimum Standards) – Primary Management and Compliance Document that sets forth those qualifications, standards, and criteria set forth as the minimum requirements to be met as a condition for the right to engage in Activities at the Airport, as may be amended from time to time.

Rules and Regulations

City of Boulder, Boulder Municipal Airport



APPENDIX B – DEFINITIONS AND ACRONYMS

Mogas – Unleaded motor gasoline meeting the specifications of ASTM D4814 which is utilized to power piston-engine aircraft with an original airworthiness certificate or Supplemental Type Certificate (STC) authorizing use of unleaded motor gasoline.

Movement Area – The Runways, Taxiways, and other areas of the Airport which are utilized for taxiing, hover taxiing, takeoff, and landing of aircraft (exclusive of aircraft parking, loading, unloading, fueling, and servicing areas) where aircraft are moved with radio contact with ATC or other aircraft. The Movement Area includes all areas under radio deconfliction by pilots via Unicom frequency. Specific announcement of intent to enter onto the movement area must be made via Unicom to ensure deconfliction of aircraft.

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

Non-Commercial Flying Club – An entity that is legally formed as a non-profit entity that collectively owns and operates aircraft and does not hold itself out to the public as an FBO or SASO..

Non-Movement Area – Those portions of the Airport where aircraft taxi or are moved without radio contact with other aircraft.

NOTAM – Notice to Airmen

Object Free Area (OFA) - An area on the ground centered on a Runway, Taxiway, or Taxilane centerline provided to enhance the safety of aircraft operations by having the area free of object, except for objects that need to be located in the Object Free Area for air navigation or aircraft ground maneuvering purposes.

Obstacle Free Zone (OFZ) – A defined volume of airspace centered above the Runway centerline extending 200 feet beyond each end of the Runway and 250 feet to each side.

Operator – An entity that has entered into an Agreement with the City to engage in Commercial Aeronautical Activities at the Airport.

Participant – Persons paying a fee to an Operator and subsequently participating in Commercial Skydiving.

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

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

Primary Management and Compliance Documents (PMCDs) – A compendium of rules, regulations, standards, and policies that govern the development, operation, and management of the Airport, adopted by resolution of the City, as may be amended from time to time, including Rules and Regulations, General Aviation Leasing/Rents and Fees Policy, Minimum Standards, and Development Standards.

Private Vehicle – Any vehicle operated for transportation of persons or baggage for which no revenue is being derived either directly or indirectly.

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

Public Area – Those areas normally used by the general public. Such areas include concessionaire shops, restrooms, hallways, passageways, public transportation waiting areas, viewing areas, roadways, walkways, sidewalks, and vehicle parking lots. Public areas do not include the areas owned and/or leased by Commercial businesses unless such businesses so designate certain areas as public use areas. Public Areas do not include the AOA, Restricted Areas, and employee parking lots.

Ramp – Those paved areas of the Airport within the AOA designated by the City for parking, loading, unloading, fueling, or servicing of aircraft.

Readily Available – Conveniently located (in close proximity) and accessible, but not necessarily located on the Leased Premises.

Refueling Vehicle – Any vehicle used for transporting, handling, or dispensing of fuels and lubricants.

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

Rent Study – A streamlined approach that is used to derive an opinion of market rent for airport properties that are being used for general aviation purposes without conducting an appraisal.

Rules and Regulations

City of Boulder, Boulder Municipal Airport



APPENDIX B – DEFINITIONS AND ACRONYMS

Restricted Area – Areas of the Airport, other than Public Areas, wherein entry or use thereof is restricted to authorized personnel (pursuant to applicable Legal Requirements) including, but not limited to the AOA, Runways, Taxiways, Taxilanes, and fire lanes, fuel farm, Airport maintenance facilities/shop, mechanical rooms, electrical vaults, computer server room, fire breaks and any other areas marked/posted as restricted with signage, or placards.

Rules and Regulations – Primary Management and Compliance Document that sets forth the rules and regulations for the safe, secure, orderly, and efficient use of the Airport, as may be amended from time to time.

Runup – Aircraft engine operation above normal idle power for purposes other than initiating or sustaining taxiing or takeoff.

Runway – An area of the Airport developed and improved for the purpose of accommodating the landing and takeoff of aircraft.

Runway Safety Area (RSA) - A defined surface surrounding the Runway prepared or suitable for reducing the risk of damage to aircraft in the event of an undershoot, overshoot or excursion from the Runway.

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

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

Self-Service – The servicing of an aircraft (i.e., maintaining, repairing, fueling, etc.) by the Aircraft Owner or the Aircraft Owner's Employees using the Aircraft Owner's vehicles, Equipment, and resources.

Skydive/parachute jumping – Jumping from an aircraft at a moderate or high altitude and deploying a parachute to create drag or lift for descent to the ground.

Special Event – Any event at the Airport whereby individuals have unescorted access to the AOA or any event that may or will require: the assistance of City staff (outside the realm of typical duties); the closure of any portion of any roadway, walkway, vehicle parking area, Ramp, Taxilane, Taxiway, or Runway; and/or the issuance of an airspace waiver or NOTAM.

Specialized Aviation Service Operator (SASO) – A Commercial Operator that provides any one or a combination of the following Activities: Aircraft Maintenance, avionics or instrument maintenance, aircraft rental or flight training, aircraft charter or aircraft management, aircraft sales, and other Commercial Aeronautical Activities.

Student and Renter Liability – Insurance coverage pertaining to bodily injury, personal injury, and Property damage (excluding aircraft hull) for students and renters of aircraft.

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

Sublessee – An entity that has entered into a Sublease with an Operator or Lessee who is authorized (by the City) to engage in Commercial Aeronautical Activities at the Airport.

Taxilane – The portion of the Ramp used for access between Taxiways and Ramps. Taxilanes are always outside the Movement Area and differentiated from a Taxiway by the required Object Free Area requirements stipulated by the FAA.

Taxiway – A defined path, usually paved, over which aircraft can taxi from one part of an airport to another (excluding the Runway). Additionally, a Taxiway is further differentiated from a Taxilane by the required Object Free Area requirements stipulated by the FAA.

Tenant – A person, Association, or entity that has entered into an agreement with the City to occupy land and/or Improvements at the Airport for commercial or non-commercial purposes.

Through-the-Fence – When an airport sponsor grants an entity ground access by an aircraft across the Airport's property boundary to the Airport's airside infrastructure (commonly through-the-fence) and permission to engage in associated activities from property adjacent to the Airport.

Tiedown – An area paved or unpaved suitable for parking and mooring of aircraft wherein suitable anchoring points and related equipment are located.

Rules and Regulations

City of Boulder, Boulder Municipal Airport



APPENDIX B – DEFINITIONS AND ACRONYMS

Transient Aircraft – Any aircraft utilizing the Airport for occasional or temporary purposes which is not stationed at the Airport.

Vehicle Operator – Any person who is in actual physical control of a vehicle.

Weapons – Including, but not limited to, firearms, tear gas, mace, pepper spray, or other similar devices, materials, or substances) or explosives.



B-2. Acronyms

A&P Mechanic	Airframe and Powerplant Mechanic
AC	Advisory Circular
ALP	Airport Layout Plan
AOA	Air Operations Area
APU	Auxiliary Power Unit
ARFF	Aircraft Rescue and Fire Fighting
ASP	Airport Security Program
ATC	Air Traffic Control
Avgas	Aviation Gasoline
CFR	Code of Federal Regulations
CVO	Commercial Vehicle Operator
DEF	Diesel Exhaust Fluid
DHS	Department of Homeland Security
DOT	Department of Transportation
EPA	Environmental Protection Agency
EPCRA	Emergency Planning and Community Right-to-Know Act
FAA	Federal Aviation Administration
FM	Factory Mutual
FY	Fiscal Year
FBO	Fixed Base Operator
IFC	International Fire Code
ME	Multi-Engine Aircraft
NATA	National Air Transportation Association
NFPA	National Fire Protection Association
NPIAS	National Plan of Integrated Airport Systems
NOTAM	Notice To Airmen
SASO	Specialized Aviation Service Operator
SAW	Sterile Area Worker
SE	Single-Engine Aircraft
SIDA	Security Identification Display Area
SMS	Safety Management System
SPCC Plan	Spill Prevention, Control, and Countermeasures Plan
SRM	Safety Risk Management
SWMP	Storm Water Management Plan
SWPPP	Storm Water Pollution Prevention Plan
TSA	Transportation Security Administration
UAS	Unmanned Aircraft System
UAV	Unmanned Aerial Vehicle
UFC	Universal Fire Code
UL	Underwriters Laboratories
USPA	United States Parachute Association

Traffic Pattern

Your compliance with the following procedures is requested, unless otherwise required by FARs, weather conditions or aircraft limitations.

- > Avoid overflying noise sensitive and residential areas.

- > If you must overly shaded noise sensitive areas, please maintain 7,500 MSL or higher.
- > Avoid high RPM prop settings.
- > Do not fly north of **Jay Road** on downwind leg.
- > **Traffic pattern altitude 6,300' MSL.**
- > Use Runway in calm wind conditions.
- > Pilots are requested to avoid making touch-and-go landings before 6:30 a.m. and after 5:00 p.m.
- > Pilots are requested to avoid flight operations between 1:30 p.m. and 7:00 a.m.
- > Heavy glider and tow plane operations on parallel glider strip, with occasional "no radio" operations.
- > Runway 8,126 and 85,266 are only separated by 197 feet, centeline to centeline.
- > **No Simultaneous Approaches -- Pilots should treat the main runway and the glider strip as ONE runway.**
- > Powered aircraft must yield right-of-way to glider aircraft in accordance with FARs.
- > Gliders and tow planes arrive from the south, cross over mid-field and then enter a modified pattern inside the powered pattern.

> Right traffic for Runway 26 or 26G.

- ▶ Heavy glider, tow plane operations on parallel glider strip, with occasional "no radio" operations.
- ▶ Runway 8/26 and 8G/26G are only separated by 197 feet, centerline to centerline.
- ▶ **No Simultaneous Approaches – Pilots should treat as one runway and the glider strip as ONE runway.**
- ▶ Powered aircraft must yield right-of-way to glider aircraft, in accordance with FARs.
- ▶ Gliders and tow planes arrive from the south, cross over mid-field and then enter a modified pattern inside the powered pattern.
- ▶ Aircraft conducting a go-around should maintain below 500 AGL until departure enroute.
- ▶ Use caution for gliders and tow planes maneuvering south and east of the airport.

Runway 8 Preferred Under Calm and Light Wind Conditions.

> **No Straight-Ins to Runway 8.**

- > No Straight-Ins to Runway 8.
- > Run 8: Base Entries Discouraged.
- > No Approaches West of 28th Street.
- > Avoid Flying West of 30th Street.
- > Fly Close Steep Approach (Avoid "Dragging It In").

> No Turn Below 5,800' MSL
for Closed Traffic.

- > No Turn Below 5,800' MSL for Closed Traffic.
- > Depart Straight Out. Turn North Only After Passing Residential Area.

Westerly Winds Only.

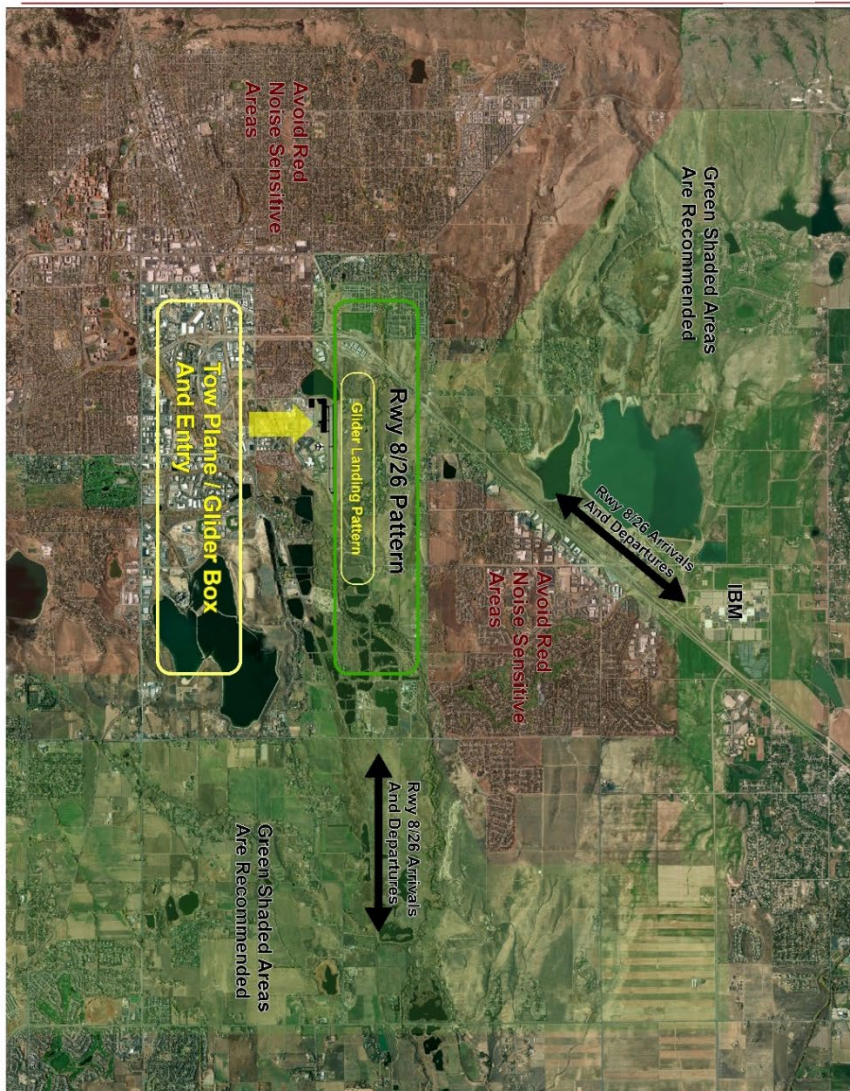
CAUTION — Severe Turbulence and Down Draft May Occur During Strong Westerly Winds.

- > 6,300' MSL and 1,000' AGL.
- > Rwy 26: Crosswind and Base

- > 6,300' MSL and 1,000' AGL.
- > Rwy 26: Crosswind and Base Entries Discouraged.
- > RIGHT HAND TRAFFIC!

> Crosswind Leg East of 30th Street.
Depart via Downwind.

- > Crosswind Leg East of 30th Street.
Depart via Downwind.



Boulder Municipal Airport Noise Abatement Procedure and Traffic Patterns Map



City of Boulder
3327 Airport Road
Boulder, Colorado 80301
(303) 441-3108

Development Standards

City of Boulder

Boulder Municipal Airport (BDU)

January 1, 2026



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1. INTRODUCTION

1.1. *Purpose*

The purpose of these Development Standards is to (a) set forth the City of Boulder (City) design and construction standards, policies, and procedures for the development (including construction, modification, and/or renovating) of aeronautical and non-aeronautical land and/or Improvements at the Boulder Municipal Airport (Airport); (b) promote attractive, high-quality, consistent, compatible, and sustainable development; (c) protect persons and Property; and (d) preserve and/or enhance the Airport.

1.2. *Goals and Objectives*

It is the goal of the City to preserve and/or enhance the Airport for the benefit of Lessees, Sublessees, Operators, customers, users, and the community and to ensure the Airport is developed in a high-quality manner consistent with sound fiscal management and best practices while ensuring the provision of essential infrastructure, Improvements, and amenities. The City has established the following objectives to help achieve this goal.

- **Economic** – Preserving property values and enhancing investments
- **Environmental** – Conserving natural resources and features while minimizing adverse impacts on the environment
- **Function** – Encouraging imaginative and innovative development of land and Improvements while maintaining high standards and being able to respond to changes at the Airport, in the market, and within the industry
- **Visual** – Incorporating variety, interest, and high-quality standards for architectural and landscape design and construction
- **Social** – Maintaining an amenable relationship between the Airport and the surrounding community

1.3. *PMCD General Provisions*

These Development Standards incorporate, by reference, the Primary Management and Compliance Documents (PMCDs) General Provisions set forth in Appendix A of the Rules and Regulations.

1.4. *PMCD Definitions*

The terms defined in Appendix B-1 of the Rules and Regulations and identified by use of a capital letter, whenever used in these Development Standards, shall be construed as defined therein unless (from the context) a different meaning is intended or unless a different meaning is specifically defined. Words or phrases that are not defined shall be construed consistent with common meaning or as generally understood throughout the aviation industry.

1.5. *Compliance*

These Development Standards shall not preclude any entity associated with development of land and/or Improvements at the Airport from adhering to any State of Colorado or City of Boulder codes, ordinances, or other Legal Requirements.

1.6. *Applicability*

These Development Standards specify the requirements which must be met by any entity associated with development of land and/or Improvements at the Airport.



- No entity shall be permitted to develop land and/or Improvements under conditions that do not, in the City's sole discretion, comply with these Development Standards, unless an exemption or variance has been granted in advance and in writing by the City.

If these Development Standards are amended after entity associated with development of land and/or Improvements enters into an Agreement, the entity shall not be required to comply with the amended Development Standards, except as provided for in such Agreement, until such time as the:

- existing Agreement is amended;
- the City approves an assignment to another entity; or
- entity enters into a new Agreement.

1.7. General Requirements

No Improvement shall be developed (and no natural vegetation shall be planted or allowed to grow) that does not comply with the Airport's Master Plan, Airport Layout Plan, and/or other Legal Requirements. Notwithstanding any other provisions of these Development Standards, land and Improvements may not be developed or used in such a manner as to:

- create electrical interference with aircraft radios or other navigational equipment;
- make it difficult for aircraft crew members to distinguish between airport lighting or signage;
- create glare or blockage that impairs the visibility of aircraft crew members; or
- otherwise endangers the arrival, departure, or maneuvering of aircraft.

1.8. Restricted Improvements

Temporary Building – Buildings which are intended to be located in place for 6 months or less shall be deemed to be temporary. Temporary buildings including mobile homes, offices, or storage facilities shall not be installed or maintained at the Airport without the prior written approval of the City.

- All requests for approval of any temporary building shall be submitted to the Airport Manager (Manager) and must include proposed location, size, construction material, purpose, and provisions for dismantling and/or removal no later than 30 calendar days after development of permanent Improvements are completed.

Temporary buildings may only be utilized for engaging in Commercial Aeronautical Activities during development of permanent Improvements.

Marking and Lighting – The owner of any nonconforming Improvement or natural vegetation shall be required to install, operate, and maintain the markers and/or lights which are deemed necessary by the City, Federal Aviation Administration (FAA), and any other Agency having jurisdiction to determine that a hazard is present and a solution is identified.

Such markers and lights shall be installed, operated, and maintained at the owner's sole risk, cost, and expense. No development shall be permitted or approved by the City that establishes a hazard or creates a nonconforming Improvement or natural vegetation that increases the hazard to air navigation.



2. LAND DEVELOPMENT

2.1. General

These Development Standards do not necessarily address every type of condition or detail that may be encountered during the design and construction process. As such, entities are encouraged to maintain an on-going review process with the City (beginning early in the design stage) to ensure that the entity's Development Plan (discussed in Section 4.4 of these Development Standards) is acceptable to the City. Plans for the improvements shall be submitted to the Airport Manager for review at 30, 60 and 90 percent completion.

Where a specific material is identified (or specifications are provided for a specific type of material), a material having the same or equivalent specifications may be utilized if approved in advance and in writing by the City. No occupancy of any Improvement shall be permitted before completion and a Certificate of Occupancy (CO) is issued by the Agency having jurisdiction.

2.2. Environmental Quality

The City encourages: (a) orientation of Improvements to take advantage of natural sunlight and prevent Improvements from blocking direct sunlight to other Improvements, (b) the use of barriers as a defense against wind, (c) the use of landscaping to maximize cooling in the summer and retention of heat in the winter, and (d) design features and the use of construction methods, techniques, and/or processes that conserves energy and natural resources.

The City shall not permit development or land use that (a) adversely affects the quantity, quality, or reliability of water resources; (b) occurs at the expense of established water dependent activities; (c) results in increased alkalization of water, loss of stream flows, or the unnecessary destruction of wildlife habitat; or (d) entails future major expenditures on the part of the public to reacquire or redistribute water resources. The City will not permit development or land use that accelerates erosion of soil and rock (including stream sedimentation, dust, and gullying), alters drainage and/or floodwater patterns, exacerbates flood hazards, reduces natural vegetation, creates visual scars, leaches minerals, destroys animal habitats, or increases maintenance and/or repair costs.

2.3. Provision of Necessary Airport Land and/or Improvements

The City shall encourage development that fully utilizes, but does not overburden, existing land and/or Improvements. In cases where existing land and/or Improvements are not fully utilized, the City encourages development that:

- minimizes aircraft, vehicle, and pedestrian congestion and promotes safety, security, and efficiency;
- includes facilities to collect, treat, and dispose of the types and quantities of stormwater runoff anticipated and ensures that such facilities have the capacity, quality of discharge, point of discharge, and reliability to support the intended use;
- has a water supply of the quality, quantity, pressure, and reliability that is required to support the intended use;
- has paved road access for Emergency Services; and
- consists of Improvements that make highest and best use of the land area.



2.4. *Manmade and Natural Hazards*

The City requires development that does not expose others to avoidable natural and manmade hazards. As such, the City encourages development which:

- is designed, constructed, and located in a manner that is compatible with existing hazards and does not create any additional hazards and
- is not located in floodplains, geologically hazardous areas, or other natural hazard areas that could threaten the development, the Airport, or the health, safety, security, or welfare of the public.

2.5. *Reuse of Resources*

The City encourages development which uses recycled materials, promotes recycling of materials used in construction, and reuses wastewater.



3. DESIGN CRITERIA

3.1. *Accessory Buildings*

All accessory buildings shall be identified on the Development Plan (as outlined in Section 4.4 of these Development Standards) and approved in writing by the City prior to construction. Accessory buildings include any building other than the main building(s) that is intended to be located in place for more than six months. Accessory buildings shall match the architectural design and materials of the main Improvement.

3.2. *Changes, Additions, and Deletions*

Prior to making any changes, additions, or deletions to existing land and/or Improvements, the Development Plan (as outlined in Section 4.4 of these Development Standards) shall be submitted to the Manager and approved in writing by the City. Changes, additions, or deletions shall (1) match the architectural design and materials of the main building(s) as well as (2) conform to all applicable codes, ordinances, or other Legal Requirements.

3.3. *Aircraft Accesses*

To allow for the safe, secure, and efficient operation of aircraft and to minimize potential conflicts with vehicles and pedestrians:

- all aircraft access points (i.e., Taxiways and Taxilanes) shall meet the design standards stipulated in AC 150/5300-13B Airport Design (including future changes and updates);
- a minimum of 40 feet of frontage Ramp is required between the edge of the access Taxiway or Taxilane and the closest exterior wall of any Hangar;
- frontage Ramp shall be able to accommodate the largest aircraft the Hangar is designed to accommodate and shall comply with the General Aviation Minimum Standards;
- where a common access Taxilane is required, the Lessee shall be required to lease and construct one-half of the required access Taxilane (the remainder to be constructed by the hangar owner sharing access); and
- a maximum of two vehicle or pedestrian access points shall be permitted to the Ramp, Taxiway, or Taxilane;

3.4. *Antennae*

All required antennae, satellite dishes, and similar equipment shall be identified in the Development Plan (as outlined in Section 4.4 of these Development Standards) and approved in writing by the City prior to construction. No antennae, satellite dish, or similar equipment shall be allowed that interferes with existing or future Airport, aircraft, or vehicle operations. When possible, all antennae, satellite dish, or similar equipment shall be screened from view. If applicable, FAA Form 7460-1 shall be completed and all antennae, satellite dishes, and similar equipment must comply with 14 CFR Part 77 Safe, Efficient Use, and Preservation of the Navigable Airspace.

3.5. *Ramps*

Operators providing fixed wing aircraft parking shall adhere to the design standards described in AC 150/5300-13B Airport Design. Operators providing rotary wing aircraft parking shall adhere to the design standards described in AC 150/5390-2C Heliport Design.



3.6. Improvement Height

The overall height of any Improvement shall be dependent on the type of use of the Improvement (or activity) and/or the size of the aircraft using the Improvement. Only those Improvements that are not considered an obstruction under 14 CFR Part 77 Safe, Efficient Use, and Preservation of the Navigable Airspace, as determined by the FAA and approved by the City, shall be made. The developer is required to submit a 7460-1 form to the FAA and provide copies including the determination letter to the Airport Manager.

3.7. Doors

Hangar doors shall be sliding, overhead, or bi-fold doors, consistent with best practices, based on the size of the Hangar. Hangar doors shall be constructed of pre-finished aluminum, pre-finished steel, or flexible fabric curtain (designed specifically for Hangars) and shall complement the building from a design and color standpoint.

- Wood, plastic, corrugated fiberglass, tin, or other unfinished materials are prohibited.
- Translucent panels may be incorporated into pre-finished aluminum or pre-finished steel doors to provide additional lighting.
- Pedestrian doors shall comply with all applicable codes, ordinances, and Legal Requirements. All pedestrian doors shall be pre-finished metal construction in metal jambs and shall complement the building from a design and color standpoint.

Vehicle access doors shall be overhead construction and shall complement the building from a design and color standpoint.

3.8. Exterior Lighting

A lighting plan describing the exterior illumination layout and fixture selection shall be submitted with the Development Plan (as outlined in Section 4.4 of these Development Standards) and approved in writing by the City prior to construction. The lighting plan shall meet the following requirements:

- lights shall not be placed to cause glare, interference with Airport, aircraft, or vehicle operations, or illuminate areas outside of the intended area including adjacent land and/or Improvements;
- vehicle parking areas, driveway, and roadway lighting shall provide uniform illumination;
- accent lighting is recommended at key points such as entrances, exits, and loading zones;
- vehicle parking and outdoor pedestrian areas must utilize cutoff lighting fixtures installed in a horizontal position;
- security light sources shall be operational during hours of darkness and shall illuminate entrances and exits to the site and all buildings;
- exterior lighting shall be color-corrected for true white with allowances for modest amounts of blue or green;
- exterior lighting shall be high pressure sodium fixtures, metal halide, and/or LED;
- distance between exterior lighting fixtures shall be predicated upon the lumens to provide adequate coverage; and
- height of exterior light poles shall comply with 14 CFR Part 77 Safe, Efficient Use, and Preservation of the Navigable Airspace. The developer is responsible for complying with the FAA 7460-1 Obstruction Evaluation process.



3.9. Exterior Materials

Exterior building materials shall be compatible with adjacent buildings including compatible color schemes, as determined by the Airport Manager and shall not affect Airport, aircraft, or vehicle operations. Building glazing shall not cause glare or reflections that will interfere with Airport, aircraft, or vehicle operations. Reflective glass and/or other reflective materials will not be approved by the City.

3.10. Exterior Storage

Unless approved in advance and in writing by the City, outside storage of any article, good, material, machinery, equipment (excluding Refueling vehicles and ground support equipment), tools, trees, shrubs, plants (except approved landscaping), or similar items shall be visually screened from public view if located between the building setback line and the lot line (as identified in Section 3.20 of these Development Standards).

Outside storage shall be enclosed with an architectural screen at least six feet in height, with appropriate and approved landscaping, or other screening devices or materials. No storage shed or accessory building other than the main building shall be permitted except during construction or unless approved in writing by the City prior to construction or installation. Objects such as water towers, storage tanks, processing equipment, cooling towers, communications towers, vents, and other buildings or equipment shall be compatible with the main building(s) or effectively shielded from view and shall be approved in writing by the City prior to construction.

- Storage of cargo containers is prohibited.

3.11. Fences, Gates, and Buffers

Required fencing, gates, and buffers shall be identified in the Development Plan (as outlined in Section 4.4 of these Development Standards) and approved in writing by the City prior to construction. Submittal shall include identification of the (a) location of fences, gates, and buffers, (b) the type, height, and color of the materials used for construction, (c) compatibility with other fencing systems in use on the airport and (d) other unique design features or considerations. Fencing and gates shall be the same type of material and style of the existing Airport perimeter fence and gates and shall be properly maintained, fully functional, and in good appearance. All fencing, vehicle gates and man gates that provide connection to the airport fencing system for a hangar development are the responsibility of the developer.

When possible, fences, gates, and buffers shall not be permitted directly adjacent to Movement Areas and Non-Movement Areas unless identified with markers, lights, or other devices (e.g., reflectors on all sides). Fences, gates, and buffers directly adjacent to Movement Areas and Non-Movement Areas must have a security card or key pass access control mechanism to restrict access to authorized personnel only. The height of all buffers of unsightly areas (e.g., storage area) shall be at least equal to the material being stored or screened.

3.12. Garbage and Recycling Containers

Exterior garbage and recycling containers must be equipped with securely fastened lids and shall be screened on all sides from view. All areas utilized for garbage and recycling container locations shall be paved and fully accessible from outside of the AOA by trash service trucks.



3.13. Flagpoles

All flagpoles shall be located in such a manner and distance from Ramps, Taxiways, or Taxilanes to prevent being a hazard to Airport, aircraft, or vehicles operations. The height of flagpoles shall comply with 14 CFR Part 77 Safe, Efficient Use, and Preservation of the Navigable Airspace. The flag of the United States shall only be displayed in accordance with Title 4 of the United States Code.

3.14. Grading and Drainage

A site plan indicating proposed grading and drainage (including drainage flow, contours, and elevations) shall be submitted with the Development Plan (as outlined in Section 4.4 of these Development Standards) and approved in writing by the City prior to construction. Compatible grading and drainage between adjacent land and Improvements shall be established to control drainage and erosion and shall meet the following requirements:

- Grading permits shall be obtained from the Agency having jurisdiction prior to performing any grading.
- Grades, berms, channels, and swales shall be an integral part of the grading, drainage, and paved surface design.
- Paved area grades shall not exceed two percent (2.0%) slope for concrete and asphalt paving.
- Drainage (and all related facilities) shall be designed to prevent standing water and accommodate all storm water generated by the land in accordance with the Construction Storm Water Pollution Prevention Plan (SWPPP) and the City's Comprehensive Flood and Stormwater Master Plan.
- All grading and drainage shall meet the design standards described in AC 150/5320-5C Airport Drainage Design.

Drainage shall not adversely impact adjacent land and Improvements and shall flow into natural or developed drainage.

The elevation of the land shall not be changed so as to materially affect the surface elevation or grade of the surrounding land.

Gutters and downspouts shall be used to facilitate drainage from roofs.

Hangar drainage shall flow through an oil/water separator.

3.15. Landscaping

The City encourages landscaping that creates a compatible and continuous relationship between the land and the Improvements, minimizes the use of irrigation water, maintains an aesthetically pleasing appearance in all areas not covered by Improvements, Ramps, vehicle parking areas, and enhances the existing character of a site. Any portion of the site that is not improved shall be landscaped according to the landscaping and irrigation plan submitted with the Development Plan (as outlined in Section 4.4 of these Development Standards) and approved in writing by the City prior to construction.

- Landscaping materials shall be installed within 30 calendar days of receipt of a Certificate of Occupancy.
- All landscaping shall be maintained and repaired and kept in good appearance on a year-round basis.
- The Lessee (Sublessee, if applicable) shall be solely responsible for landscape maintenance and repair including weed control and removal and replacement of diseased or dead vegetation.



- Trees, shrubs and other landscape items must be compatible with the City of Boulder landscaping policies and be of the type that do not produce berries or other items that are attractants to wildlife.

Areas with road frontage shall be landscaped with berms and/or shrubbery to provide effective screening of aircraft parking areas.

- Berms and/or shrubbery shall have a maximum height of four feet, as measured from the aircraft and/or vehicle parking area.
- Berm slopes shall not exceed two feet horizontal to one foot vertical (2:1) with a three foot wide flat crown.
- Lessee (Sublessee, if applicable) shall provide shade trees indigenous to the area that conform to all applicable codes, ordinances, and Legal Requirements in all vehicle parking areas.

Landscaping shall also be used, consistent with all applicable codes, ordinances, and Legal Requirements, to screen unsightly items such as heating and air conditioning units, trash and recycling containers, loading docks, utility boxes, etc. Landscaping materials shall be indigenous to the State of Colorado and may include such items as trees, shrubs, hedges or bushes, and ground cover such as grass or landscaping rocks. Small landscaping rock may be permitted provided it does not create a hazard to persons or Property including aircraft. Decorative bark and seed or fruit bearing trees will not be approved by the City.

All landscaped areas shall be irrigated by a permanent, underground irrigation system that can support the type and amount of landscaping installed. The landscape plan shall minimize the use of irrigation water. Landscaping materials shall be compatible with the surrounding land and Improvements and shall not pose a hazard to Airport, aircraft or vehicle operations. At all times, landscaping shall (a) comply with 14 CFR Part 77 Safe, Efficient Use, and Preservation of the Navigable Airspace, and (b) not exceed 25 feet above ground level.

Landscaping requirements apply only to the landside of the development, No landscaping is allowed on the airside of the airport.

3.16. Loading and Service Areas

In addition to being functional and aesthetically pleasing, loading and service areas shall meet the following requirements:

- Loading areas, loading docks, vehicle parking areas, and service areas shall be planned so the use of any one of these areas does not interfere with the use of any of other areas.
- All areas utilized for loading and service area shall be paved.
- Loading docks or service areas shall not be visible from the street. If necessary, to restrict visibility from the street, a landscaped buffer shall be installed.
- Loading areas shall be denoted by a yellow painted curb with the words "Loading Zone" in black lettering.

3.17. Open Sided Buildings

Buildings shall be fully enclosed. No open sided buildings shall be permitted with the exception of aircraft shade ports and/or wash racks.



3.18. Pedestrian Circulation

Pedestrian movement shall be safe, convenient, and orderly. Walkways shall conform with applicable codes, ordinances, and Legal Requirements. Convenient pedestrian access from all aircraft and vehicle parking areas to building entrances shall be provided. Pedestrian walkways shall be constructed of concrete. Bituminous asphalt, dirt, and gravel walkways will not be approved by the City. Pedestrian access to land and Improvements shall be designed and constructed in accordance with the Americans with Disabilities Act of 1990, as may be amended from time to time, and any other applicable Legal Requirements. Pedestrian access to Restricted Areas shall be controlled with a security pass, key card, access gate or other approved security access system. Common area fencing and access control will be the responsibility of the Airport and all private hangar tie-in access control shall be fully compatible with the Airport's access control system.

3.19. Residence

No building, vehicle, Equipment, or aircraft shall be used as a place of residence either on a temporary or permanent basis.

3.20. Setbacks

To provide sufficient space between Improvements and streets, to ensure adequate lighting, privacy, and sound control, and to allow for landscaping and access (including aircraft, vehicle, and Emergency vehicle access), the following setbacks shall be met and maintained:

Minimum Building Setback Requirements

- Landside: minimum of 30 feet from the edge of building to the lot line.
- Airside: shall be based on the largest aircraft permitted in the area (as identified on the Airport Layout Plan) plus 15 feet.
- Sides: minimum of 15 feet from the edge of building to the lot line.

Vehicle Parking Area Setback Requirements

- Street right-of-way: minimum of 15 feet landscaped and bermed (where possible) except for that portion which is used for vehicle or pedestrian access.
- Side lot line: minimum of 10 feet (not applicable if adjacent lots have a contiguous vehicle parking area).
- Facilities: minimum of five feet from walkways or landscaped areas.

Utility Transformer or Meter Setback Requirements

- Street right-of-way: minimum of five feet.
- Side lot line:
 - With Ramp – minimum of 10 feet
 - Without Ramp – minimum of 40 feet

No part or portion of any Improvement shall be erected, constructed, or extended closer than the distance from the Movement Areas as depicted by the building restriction line in Exhibit A of the Airport Layout Plan. The City shall determine the required setback distances for each Lessee (Sublessee, if applicable) from any adjacent Ramp, Taxiway, or Taxiway edge.



The entire setback area shall be graded, seeded, sodded, or landscaped between the lot lines and from the Ramp to the building face in a manner that produces an acceptable lawn or landscaped area with exception of the areas which are required for Ramps, driveways, roadways, walkways, or vehicle parking areas.

Different setbacks may be required based on a number of factors such as: lot size, shape, or configuration; Improvement use; Aircraft Design Group; location on the Airport; and, adjacent or surrounding land and/or Improvements.

3.21. Signage

Signage shall conform to applicable codes, ordinances, and Legal Requirements and be uniform and the graphics shall (a) balance identification with image; (b) communicate information in a straightforward and aesthetically pleasing manner; and (c) be compatible with surrounding Improvements, and the overall character of a lot. Directional signage shall improve and/or enhance the safety, security, and efficiency of aircraft, vehicle, and pedestrian movement.

A signage plan shall be submitted with the Development Plan (as outlined in Section 4.4 of these Development Standards) and approved in writing by the City prior to installation of signage.

General –All existing signs, on the date of adoption of these Development Standards, are considered approved by the City if the signs do not create a hazard to Airport, aircraft or vehicle operations, and/or pedestrians and if the signs comply with 14 CFR Part 77 Safe, Efficient Use, and Preservation of the Navigable Airspace.

The ratio for streetside identification signs shall be 4 feet horizontal to 1 foot vertical (4:1) and shall not exceed 7.5 square feet total. The minimum setback from the back of the curb shall be three feet and the top of the sign shall not be more than six feet from the top of the curb.

- No sign shall exceed 50 square feet per side for ground signs and 200 square feet for wall signs.
- No signs shall be located closer than three feet to any lot line.

Wall signs shall not comprise more than five percent of the wall area. Wall signs shall be fixture signs, signs painted directly on the surface of the wall, or projection signs with individual letters not exceeding 12 inches. No more than three directional signs shall be permitted on any lot. Directional signs can be used to give directions or provide special instructions to the operators of aircraft or vehicles or to pedestrians.

Identification signs are restricted to conveying the names of Lessees (Sublessee, if applicable). All signs must be located on the Leased Premises unless authorized in writing by the City, and must comply with Legal Requirements.

Business Signs – Fixed Base Operators (FBOs) and Specialized Aviation Service Operators (SASOs), by virtue of the activities of these Operators, shall be permitted to advertise (as applicable): (a) the name of the business, (b) the brand of fuel sold, and/or (c) aircraft service center, dealership, or manufacturer affiliations. These signs may be double faced. FBOs and SASOs shall obtain written approval of the City prior to making any changes, additions, and/or deletions to business signs. The City shall review written requests on an individual basis.

Individual businesses other than FBOs who deal primarily with Transient aircraft and/or infrequent visitors to the Airport may have an identification sign on the sides of the building(s) occupied by the business or a free-standing sign located in the landscaped areas between the aircraft and vehicle parking and the building occupied. Free-standing signs shall not exceed four feet by eight feet and the top of the sign shall not exceed six feet above ground level.



Signs conveying logos shall not exceed 32 square feet. Individual letters shall not exceed two feet in height. Signs may be internally or externally lit, but in no case shall the lighting interfere with Airport, aircraft, or vehicle operations.

Lessees (Sublessee, if applicable) may have an identification sign located in the landscaped area between the vehicle parking area and the building. These signs shall not exceed four feet by eight feet (six feet by eight feet including the base) and the top of the sign shall not exceed six feet above ground level. Decorative logos may also be included in the entrance way(s) to the building.

Lessees (Sublessee, if applicable) utilizing an entrance other than the main entrance to a building may place a business identification sign on or adjacent to the entrance door. The sign shall not exceed six square feet.

Lessees (Sublessee, if applicable) who lease an office or Hangar may place a business identification sign on the door, adjacent to the door in the entrance way, on the closest window, or on the wall between the window and the entrance way. The size and shape of the sign shall be determined at the time of request, but in no case shall the sign exceed 12 square feet or extend higher than the top of the entrance door. The sign on the wall shall be illuminated internally or indirectly.

Directory Signs – Directory signs shall be located inside the main entrance door and shall complement the materials and colors used inside the building.

Vehicle Parking Signs – Individual, visitor, and handicap spaces shall be identified by a standard sign and the top of the sign shall not to exceed six feet above ground level.

No vehicle parking zones shall be denoted by a red painted curb with the words “No Parking” in white lettering.

Address Signs – Individual address signs shall consist of street numbers and street names and be located in close proximity to the main entrance of the building. The color of the street numbers and street names shall contrast with the background color of the sign and be a minimum of four to a maximum of seven inches in height.

Temporary Signage – Temporary signage shall be approved in writing by the City prior to installation. Applicants shall provide a sketch or rendering of the sign, identify the sign on a location map, and identify the desired length of time for the signage to be in place.

Project Identification Signs – Project identification signs may be installed during construction and for a period of up to 30 calendar days following issuance of the CO. Signage is limited to the side of the construction office plus one free-standing sign not exceeding four feet by eight feet and six feet above ground level. Signs may include leasing or rental information.

Miscellaneous Signs – Miscellaneous signage, not included in these Development Standards, shall be approved in writing by the City prior to installation.

Vacated Property – Signs pertaining to activities or occupants no longer using or occupying the Leased Premises shall be removed within 30 calendar days from the date the activity is discontinued or the occupant vacates the Leased Premises. If signs are not removed within 30 calendar days, the City may remove and dispose of signs at the sole risk, cost, and expense of the Lessee (Sublessee, if applicable).



Development Signs – One sign attached to the building facing the Movement Area and one sign attached to the building facing the street or vehicle parking area shall be permitted. Signs shall not be more than 200 square feet in area. Signs may be back lighted or otherwise illuminated and shall be positioned not to create a glare that could interfere with Airport, aircraft, or vehicle operations.

Prohibited Signs – Any illuminated sign not intended for navigation that is visible from the airfield:

- Moving or flashing signs or lights.
- Rooftop signs.
- Electronic message boards used for advertising.
- Any sign advertising employment opportunities.

3.22. Buildings

Buildings shall be masonry, concrete, or steel frame load bearing construction. Wood framed buildings will not be approved by the City.

3.23. Utilities

A utilities plan identifying all utilities shall be submitted with the Development Plan (as outlined in Section 4.4 of these Development Standards) and approved in writing by the City prior to construction. All utility improvements shall meet the requirements of the Agencies having jurisdiction and all applicable Legal Requirements.

Lessee (Sublessee, if applicable) is responsible for the maintenance and repair of all utility lines to the site and for keeping all shutoffs readily accessible and fully functional. Lessee shall preserve existing utility easements and recognize that the potential exists to change existing easements and/or add future easements.

No pipe, conduit, cable, or line for water, gas, sewage, drainage, steam, electricity, or any other energy or service shall be installed or maintained on any lot (outside of any building) above the surface of the ground with exception of hoses, movable pipes for irrigation, or transformers used during construction.

- Transformers shall be co-located with utility meters and screened with landscaping and setback at a safe distance.

Utility costs and expenses for any equipment (including meters) and services (including temporary service) for the Leased Premises shall be the sole responsibility of Lessee (Sublessee, if applicable) from the date of Notice to Proceed with construction.

- Extension of utilities to proposed facilities shall be the sole responsibility of Lessee (Sublessee, if applicable).
- Lessee (Sublessee, if applicable) or contractor shall be responsible for returning any areas disturbed by excavation and installation of any utilities or related equipment to the condition before construction.

3.24. Vehicle Parking

A vehicle parking area plan describing the vehicle parking layout shall be submitted with the Development Plan (as outlined in Section 4.4 of these Development Standards) and approved in writing by the City prior to construction.

All vehicle parking areas shall be paved with a weight bearing capacity that accommodates anticipated usage and the heaviest expected load.



Number of Vehicle Parking Spaces – Vehicle parking areas shall be able to accommodate the vehicles of all users of all Improvements and comply with the Minimum Standards.

- One vehicle parking space per 500 square feet of building area which is used by customers.
- One handicapped space is required for every 25 spaces and one of every 8 handicapped accessible parking spaces, but always at least one, must be “van-accessible”.
- A poured-in-place concrete curb shall be provided at the perimeter of planted areas to prevent vehicular intrusion. Curbs shall be continuous.
- An access driveway (20 feet wide minimum or as required by fire code, whichever is greater) shall be provided and maintained between each vehicle parking area.
- All vehicle parking spaces shall be a minimum of 9 feet wide by 20 feet long.
- All vehicle parking spaces shall be designated by painted lines or other approved methods.
- The perimeter of vehicle parking areas shall have concrete curb and gutter.



4. PROCEDURES FOR APPROVAL

4.1. *Pre-Submittal Meeting*

Applicants are required to schedule a pre-submittal meeting with the Manager. This meeting shall provide the Applicant with the opportunity to discuss available land, designated land uses, and the proposed design and development concept. This meeting also provides the opportunity for the Applicant to obtain general comments regarding the feasibility of the proposed design and development concept and identify any potential issues, problems, or challenges associated with the concept.

4.2. *Concept Plan*

Following the pre-submittal meeting, the completed General Aviation Operator and Lessee Application (Application) and five copies of the Concept Plan shall be submitted to the Manager. The Manager shall review the Concept Plan and the Application and address all preliminary questions or concerns with the Applicant within 30 calendar days of receipt.

At a minimum, the Concept Plan shall include the following information:

- name of the proposed development (project name);
- vicinity map with scale (1" = 2,000 feet preferred), north arrow facing the top of the page, and date of preparation;
- location and legal description of the lot;
- location and proposed uses of Improvement areas to include estimated dimensions and square footages;
- location and dimensions of required setbacks;
- number and location of vehicle parking areas;
- designation and classification of any right of way, turning or acceleration and/or deceleration lanes, areas to be vacated, access points, etc.;
- fencing and security gates;
- topographic map depicting existing and proposed contours;
- preliminary utilities plan depicting existing and proposed location of all utilities;
- internal site circulation and designation of public and private streets;
- designated open space;
- proposed schedule for completion of the Development Plan.

The Applicant shall be required to meet with the City to present and discuss the Concept Plan.

4.3. *Agreement*

Following approval in writing of the Concept Plan by the City, the parties shall negotiate an Agreement, consistent with the City's Leasing/Rents and Fees Policy for the Airport.

If a Sublessee of an existing Lessee is making the development on the existing Leased Premises, prior written approval shall be obtained from the City.

Under no circumstances shall construction begin without an existing Agreement.

4.4. *Development Plan*

Following the approval of the Agreement by the Manager, the Development Plan shall be submitted to the City within 60 calendar days. The Development Plan shall be a complete set of plans and specifications that fully define the proposed land use including identifying the location of all existing and proposed Improvements and signage, the maximum height of proposed Improvements, and the proposed minimum building setbacks.



PROCEDURES FOR APPROVAL

The Development Plan shall address the function, right(s)-of-way, and widths of roadways within and adjacent to the site. The Development Plan shall identify the location, type, and extent of access to/from Airport roadways and the necessary traffic controls (if any) for each of the development's access points.

The City will not accept incomplete submittals. One original and four copies of the Development Plan shall be organized into five self-contained packets.

To be considered complete by the City, the Development Plan shall include the following items.

Letter of Intent – This letter shall describe the proposed development and convey the anticipated construction schedule for the proposed development.

Letter from Water and Sewer Providers – Based on written notification to the providers from the Applicant of the intent to develop the site which includes an estimated total number of gallons per day of water requirements and an estimated number of gallons per day of sewage to be treated, both based on total building square footage and use, letters from the proposed water and sewer providers shall include proof that the provider has the ability to fully serve the development according to the requirements identified by the Applicant.

In the case of a proposal for utilization of individual wells and/or septic tanks, the Development Plan shall clearly state that wells are proposed. The City will refer the entire submittal to the appropriate Agency having jurisdiction to obtain an opinion on the adequacy of the proposal.

Letter from Fire Department – This letter shall identify the impacts of the proposed development on the City (in general) and the Fire Department's capabilities of servicing the proposed development (in particular).

Traffic Impact Study – This letter shall identify the impact of the proposed development on vehicular traffic. If the proposed development will have little or no vehicular traffic impact, the Development Plan shall clearly state this finding.

Phase III Drainage Report – The Phase III Drainage Report shall address the site area only and identify the potential impact of the proposed development on local and regional facilities.

All parcels located within the areas served by a local or regional retention and/or detention pond will be subject to a pro rata fee for construction and maintenance of the retention and/or detention facility.

Rolled Prints of Development Plan – See "Plan Map Requirements" (discussed in Section 4.4 of these Development Standards).

Rolled Construction Drawings – See "Construction Drawing Requirements" (discussed in Section 4.4 of these Development Standards).

Engineer Stamp – All plans and drawings shall be stamped by an engineer certified or licensed in the State of the Colorado.

Colorado Environmental Regulations – An appropriate document demonstrating full compliance with the Colorado Department of Public Health & Environment regulations shall be provided.

Waiver Request Letter – This letter, which requests a waiver to the submittal process shall identify each item for which a waiver is requested and provide detailed justification for the request. This is a separate letter and it shall not be combined with or substituted for the Letter of Intent.



PROCEDURES FOR APPROVAL

Review Fee – Checks shall be made payable to City of Boulder for the total amount of fees required as stipulated in the City’s General Aviation Rents and Fees Schedule for the Airport.

Agreement – Copy of executed Agreement

Completed FAA Form 7460-1 – Notice of Proposed Construction or Alteration.

Plan Map Requirements

The Development Plan shall be provided in a 24” by 36” format and shall contain the following drawings.

Cover – Project name, vicinity map with scale (1” = 2,000’ preferred) with north arrow facing the top of page, date of drawing, and identification of the major roadway system within one mile of the proposed site.

Land Use/Site Plan – Identification of existing and proposed Improvements, architectural features, setbacks, vehicle parking areas and ratios, curb cuts, aircraft parking areas, land and Improvement use with square footages, distances between buildings, maximum building heights, existing and proposed right(s)-of-way widths for all existing and proposed internal and external roadways, existing and proposed public and/or private roadways and conceptual points of access to adjacent and/or external roadways, unobstructed open space, utility locations, and fencing, gates, and buffers.

Landscaping and Irrigation Plan – Location, dimensions and detailed description of fences, walls, walkways, driveways, plazas, decks, planters, screens, construction materials used, plant materials and any other landscaping features as well as grassed areas (include type), slope stabilization, berms and mounds, grading, planting schedule, lighting and signage.

Grading Plan – Existing contours (solid) to 100 feet outside property line or the distance that is necessary depending on the property grade; proposed contours (dashed) tied to existing contours; finish floor elevations; building heights, drainage and storm retention and detention facilities.

Erosion Control Plan – Measures utilized during construction and operation to prevent erosion, contain sediment and control drainage should be provided.

Lighting Plan – if applicable, a detailed description of exterior lights that will be utilized should be provided with information showing that it will create no hazard to aircraft operations.

Signage Plan – Graphic layout, size, location, color, materials, and construction details.

Elevations – Referenced to the Airport benchmark with lot corners located using the Airport’s station/offset system.

Owner of Record signature block

Signature and stamp block for engineer

Construction Drawing Requirements

The final construction drawings shall be provided in 24” x 36” format and shall contain the following.

Elevations and Sections – Building heights, materials, colors, finishes, sign locations and dimensions, and all antennae, satellite dishes, and similar equipment.

Floor Plans – Names, dimensions, and depiction of all areas and rooms and roof plan.

All plans shall be subject to review and approval by the Agencies having jurisdiction.



The City may impose any condition or requirement deemed necessary to protect the safety, security, health, and welfare of the public; to prevent a nuisance or hazard to Property; and, to ensure the proper and timely completion of the development project.

The City, in its sole discretion shall, with or without conditions (or contingencies), approve the submittal, deny the submittal, or defer action on the submittal pending completion of revisions.

Following approval of the Development Plan and prior to applying for a building permit, the Applicant shall deliver to the City the following:

- One complete set of final construction drawings, signed by an architect or engineer certified or licensed in the State of Colorado, and
- One complete as-built plan map set following completion of the project.

4.5. Requirements of the Federal Aviation Administration

Non-Aeronautical Uses – FAA approval shall be obtained for any project on land designated by the FAA as non-aeronautical use.

Possible Obstructions in the Navigable Airspace – 14 CFR Part 77 Safe, Efficient Use, and Preservation of the Navigable Airspace establishes the maximum allowable heights of objects on or in the vicinity of Airport. These regulations define “imaginary surfaces” which, if penetrated by an object, would be considered an obstruction. Any planned development, construction, or alteration that may penetrate these imaginary surfaces permanently or temporarily is required to follow the FAA Obstruction evaluation process as defined in 14 CFR Part 77.9 Construction or alteration requiring notice. If the FAA issues a "Determination of No Hazard," The City will likely approve the project, provided there is no conflict with future Airport operations as identified in the Airport’s Master Plan or Airport Layout Plan. The City holds all approval and denial authority for development, construction, or alterations that penetrate Part 77 imaginary surfaces, regardless of the FAA determination outcome. Furthermore, any recommendations by the FAA for obstruction lighting or marking will be considered mandatory and remain consistent with AC 70/7460-1M-Obstruction Marking and Lighting, as updated or amended.

Notice of Proposed Construction or Alteration – Once the Development Plan has the support of the City and once FAA Form 7460-1, Notice of Proposed Construction or Alteration has been completed by the Applicant, the City will submit the form to the FAA.

- FAA Form 7460-1, Notice of Proposed Construction or Alteration is the official notification to the FAA of the proposed construction or alteration.
- The Applicant shall complete FAA Form 7460-1, Notice of Proposed Construction or Alteration, and provide any additional or supplemental information requested by the FAA or the City to facilitate the approval process.



5. CONSTRUCTION PHASE

5.1. *Pre-Construction Meeting*

Prior to initiating construction, the City shall arrange a pre-construction meeting with the Lessee (Sublessee, if applicable), developers, contractors, subcontractors, vendors, suppliers, and any other entities involved with the development at the Airport to review the City's safety, security, efficiency, operational, and coordination requirements including any limitations, restrictions, and/or prohibitions relating to same.

5.2. *Permits, Licenses, Inspections, and Certifications*

Lessees (Sublessee, if applicable), developers, contractors, subcontractors, vendors, suppliers, or any other entity involved with the development shall obtain and incur the expense of all required permits, licenses, inspections, certifications, and approvals/authorizations associated with the development.

No construction shall be undertaken without first receiving a building permit.

5.3. *Bonds*

Contractor Construction Bond – Prior to the issuance of notice to proceed, Lessee's (Sublessee's, if applicable) contractor shall deliver to the City and shall maintain in full force and effect throughout the entire construction period a contractor construction bond and a labor and material payment bond, each in a sum not less than 100% of the construction contract amount. These bonds shall guarantee prompt and faithful payment by contractor to all persons supplying labor, materials, sustenance, provisions, supplies, rental machinery, tools, and equipment used directly or indirectly by the contractor, subcontractors, vendors, and suppliers in the prosecution of the work provided for in the construction contract and shall indemnify, hold harmless, protect, and defend the City from any liability, loss, or damage associated with the project. These bonds shall name the Lessee (Sublessee, if applicable) as the obligee with the City being named on the dual obligee rider.

Tenant Payment Bond – Prior to the issuance of notice to proceed, the Lessee (Sublessee, if applicable) shall provide the City with a tenant payment bond in a sum not less than 100% of the construction contract amount. The tenant payment bond shall guarantee prompt and faithful payment to the contractor by the Lessee (Sublessee, if applicable) for the work performed by the contractor under the construction contract.

Surety Company's Financial Rating Requirement – All bonds shall be issued by a surety company certified or licensed to transact business in the State of Colorado and satisfactory to the City. If a bond is executed by an attorney-in-fact of the surety, a power of attorney shall be attached to the bond. The surety company shall have a Best rating of A or better or be approved in advance and in writing by the City.

5.4. *Insurance*

Contractor shall procure, maintain, and pay all premiums throughout the entire construction period for the insurance coverages and amounts set forth herein and as may be required by Legal Requirements. The insurance company or companies underwriting the required policies shall be authorized to write such insurance in the State of Colorado with a Best rating of A or better or be approved in advance and in writing by the City.

- **Commercial General Liability** – Coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and Property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form Property damage, products/completed operations, explosion, collapse, underground, broad form blanket contractual, and \$100,000 fire legal liability.



- **Business Automobile Liability** – Coverage in the minimum amount of \$1,000,000 CSL bodily injury and Property damage for all vehicles arising out of the use, loading, and unloading of owned, non-owned, or hired vehicles.
- **Personal Vehicle Liability** – Coverage in the amounts of \$250,000 per person and \$500,000 each Accident Bodily Injury and \$100,000 each Accident Property Damage for each vehicle to be operated in association with the contract that is not insured under Commercial Vehicle Liability.
- **Workers' Compensation (WC)** – Coverage, in full compliance with Colorado's statutory requirements, for all employees of contractor and Employer's Liability in the minimum amount of \$1,000,000.
- **Professional Liability (Errors and Omissions) Engineers and Architects** – Coverage in the minimum amount of \$500,000 each occurrence and \$1,000,000 aggregate.
- **Property Coverage** – Course of Construction (Builder's Risk) Insurance covering all materials and equipment at the job site, with limits of not less than one hundred percent (100%) of the total estimated cost of construction, against all perils including flood until the project is completed and accepted by the City Building Department. Should the work being constructed be damaged by fire or any other causes during construction, contractor shall replace it in accordance with the requirements of the plans and specifications without additional cost or expense to the City.

All insurance required will be primary coverage and any insurance or self-insurance maintained by the City shall be excess of contractor's insurance coverage and shall not contribute to it.

The City shall be notified immediately if any aggregate insurance limit is exceeded. Additional coverage shall be purchased to meet requirements.

All insurance, which contractor is required to carry and keep in full force and effect, shall name the City individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers as additional insured.

Contractor agrees to waive all rights of subrogation against the City individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers for losses arising directly or indirectly from the activities and/or work performed by contractor (applies only to Commercial General Liability and Workers' Compensation).

Policies shall not be suspended, voided, or canceled by either party or reduced in coverage or in limits except after 30 calendar days prior written notice, 14 calendar days prior written notice for cancellation for non-payment of premium, by certified mail, return receipt requested, has been given to the City.

Contractor agrees to provide the City with the following insurance documents before the start of construction:

- certificates of insurance for all required coverages;
- additional insured endorsements;
- waiver of subrogation endorsements (e.g., waiver of transfer rights of recovery against others, waiver of our right to recover from others, etc.); and
- 60 calendar days notice cancellation clause endorsements.

It is the responsibility of the contractor to ensure that any and all subcontractors comply with all terms and conditions of the insurance provisions stipulated herein.



Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve contractor for liability in excess of such coverage, nor shall it preclude the City from taking such other actions as are available to it under the law.

Claims Made Insurance – If the Professional Liability coverage is “claims made”, contractor shall, for a period of three years after the date when contract is terminated, completed, or non-renewed, maintain insurance with a retroactive date that is on or before the start date of contract services or purchase an extended reporting period endorsement (tail coverage).

Contamination and Pollution – Contractor, at its own cost and expense, shall provide clean-up of the site, any other Property, or any natural resources that are contaminated or polluted as a result of contractor’s activities. Any fines, penalties, punitive or exemplary damages assigned due to contaminating or polluting activities of the contractor shall be borne entirely by the contractor.

5.5. *Clean-Up During Construction*

The construction site and other associated areas shall be kept free of accumulated waste materials, dirt, and surplus materials. Waste materials, dirt, and surplus materials shall not be permitted to (a) create a safety, security, health, or welfare hazard to persons; (b) harm Property; (c) interfere with any activity normally occurring at the Airport; and (d) shall be disposed of in a prompt and appropriate manner, consistent with best practices. Barriers shall be used to ensure debris does not leave the construction area.

- The construction site shall be maintained in a clean, neat, orderly, safe, secure, efficient, and functional condition, consistent with best practices.
- Failure to properly maintain the construction site may result in the City conducting or contracting the clean-up at the Lessee’s (Sublessee, if applicable) or contractor’s sole risk, cost, and expense.
- Nothing herein shall be construed as creating a duty or obligation of the City to provide or arrange for such clean up services.
- All dumpsters and other containers shall remain covered at all times and the Contractor shall secure all loose materials at all times to reduce the potential for FOD.

5.6. *Damages During Construction*

Lessee (Sublessee, if applicable) shall be fully responsible for and shall replace, or in the City’s sole discretion, shall reimburse the City for all damages to land, Improvements, vehicles, aircraft, equipment, tools, and any other Property and related appurtenances at the Airport caused by Lessee (Sublessee, if applicable) or its employees, agents, customers, visitors, vendors, contractors, and suppliers.

5.7. *Erosion Prevention During Construction*

To prevent loss of soil by water and wind erosion and to minimize the generation of dust, best practices combinations of the following approaches shall be used during construction.

- Only the smallest possible area of cleared land shall be exposed.
- Provisions shall be made to effectively accommodate increased runoff caused by changes to soil and/or surface conditions.
- Permanent surfacing and landscaping shall be installed as soon as practical.
- Temporary mulching shall be used for imported fill that may be subject to erosion.
- Cleared land shall be watered down at frequent intervals to minimize the creation of dust.



5.8. Inspections

The City or its designated representative may observe the activities and/or inspect the work being performed by the Lessee (Sublessee, if applicable), developers, contractors, subcontractors, vendors, suppliers, or any other entities associated with the development to determine whether or not the requirements of the approved plans, specifications, drawings, and related documents (as submitted in the Development Plan outlined in Section 4.4 of these Development Standards and approved by the City) are being met in a safe, secure, efficient, and prompt manner in accordance with the Airport's operational and coordination requirements.

- This would include, but not be limited to, construction methods, techniques, processes, and procedures; materials and finishes; vehicles, equipment, and tools; and, personnel.

Lessee (Sublessee, if applicable), developers, contractors, subcontractors, vendors, suppliers, or any other entities associated with the development shall provide these inspectors and any other inspectors from Agencies having jurisdiction with unlimited access and provide the means for accessing any area of the construction site. Such inspections shall not relieve the Lessee (Sublessee, if applicable), developers, contractors, subcontractors, vendors, suppliers, or any other entities associated with the development of any responsibilities, obligations, and/or other requirements.

5.9. Protection of Property and Work in Progress

Lessee (Sublessee, if applicable), developers, contractors, subcontractors, vendors, suppliers, and any other entities associated with the development shall take all reasonable precautions to protect and ensure the safety, security, health, and welfare of persons on or near the construction site and shall take all reasonable measures to prevent injury to persons or damage to Property on or near the construction site including:

- all work and materials, vehicles, equipment, tools, fixtures, and furnishings at the site, whether in storage on or off the site, under the care, custody, or control of the contractor, subcontractors, or any other entities associated with the development; and
- all other Property at the site or adjacent to the site, including, but not limited to, lawns, vegetation, pavements, walkways, roadways, driveways, buildings, and utilities not designated for removal, relocation, or replacement.

5.10. As-Built Drawings

Within 30 calendar days of project completion, the Applicant shall submit reproducible as-built 11" x 17" computer-aided design (CAD) drawings of all Improvements including existing and constructed underground utilities. Vertical and horizontal locations shall be referenced to the Airport's benchmark using the station/offset system. The as-built drawings shall be signed by an engineer or land surveyor certified or licensed in the State of Colorado.



City of Boulder
3327 Airport Road
Boulder, Colorado 80301
(303) 441-3108

General Aviation Leasing/Rents and Fees Policy

City of Boulder

Boulder Municipal Airport (BDU)



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1. INTRODUCTION

1.1. *Purpose*

This General Aviation Leasing/Rents and Fees Policy (Policy) sets forth the parameters that shall be used by the City of Boulder (City) for leasing land and Improvements for Commercial or Non-Commercial General Aviation purposes at the Boulder Municipal Airport (Airport). In addition, this Policy outlines the process that shall be used by the City to establish and adjust General Aviation rents, fees, and/or other charges associated with leasing, occupying, and/or using Airport land and/or Improvements for Commercial, Non-Commercial or not-for-profit General Aviation purposes.

Entities shall not occupy Airport land and/or Improvements for any purpose unless the entity has an Agreement or Sublease with the City. In addition, entities shall not conduct Commercial General Aviation Aeronautical Activities (Activities) at the Airport unless the entity has a Commercial Operator Permit (Permit) authorizing such Activities.

The City reserves the right to designate specific Airport land and/or Improvements in which Commercial and/or Non-Commercial General Aviation Aeronautical Activities may or may not be conducted. The right to use the Airport and any Airport land and/or Improvements is non-exclusive with exception of the land and/or Improvements that are leased exclusively to an entity by the City.

1.2. *PMCD General Provisions*

This Policy incorporates, by reference, the Primary Management and Compliance Documents (PMCDs) General Provisions set forth in Appendix A of the Rules and Regulations.

1.3. *PMCD Definitions*

The terms identified in Appendix B-1 of the Rules and Regulations and identified by use of a capital letter, whenever used in this Policy, shall be construed as defined therein unless (from the context) a different meaning is intended or unless a different meaning is specifically defined. Words or phrases that are not defined shall be construed consistent with common meaning or as generally understood throughout the aviation industry.

1.4. *Applicability*

This Policy shall apply to any new Agreement or any new amendment to any existing Agreement relating to the leasing of land and/or Improvements, including the establishment or adjusting of rents, fees, and other charges, for Commercial or Non-Commercial General Aviation Aeronautical Activities.

This Policy shall not affect any Agreement or amendment thereto that is properly executed prior to the date of adoption of this Policy except as provided for in such Agreement, in which case, this Policy shall apply to the extent permitted by such Agreement.



2. LEASING AIRPORT LAND AND/OR IMPROVEMENTS

2.1. *Application*

Any entity desirous of leasing Airport land and/or Improvements on a long-term basis (i.e., greater than one year) for General Aviation purposes, shall complete all relevant and applicable sections of the Commercial Operator and Lessee Application (Application) and submit the Application to the Airport Manager (Manager). It is important to note that the Application is applicable to entities desirous of conducting Commercial Aeronautical Activities as well as Commercial or Non-Commercial Lessees.

- If an existing Lessee desires to enter into a new Agreement, the Lessee shall notify the City 12 months in advance of the expiration date of the Lessee's existing Agreement.

New Agreements shall be subject to all applicable Legal Requirements including the Airport Sponsor Assurances (Assurances); the Federal Aviation Administration's (FAA) regulations, obligations, and guidance; the Airport's policies, standards, rules, regulations, and directives including the Primary Management and Compliance Documents (PMCDs); and the City's zoning, building, fire, and safety codes; SWPPP and SPCC and all other Legal Requirements of any Agency having jurisdiction.

A non-refundable application fee of \$1,000 shall be submitted with the Application, as stipulated in the Airport's Rents and Fees Schedule.

2.2. *Approval Process*

Once Applicant has submitted a completed Application to lease Airport land and/or Improvements on a long-term basis (i.e., greater than one year), thereafter, Applicant shall submit any additional information, data, and/or documentation that may be required or requested by the City in order to properly and fully evaluate the Application. Incomplete Applications may be rejected. Applications that do not comply with this Policy and/or the PMCDs shall be rejected. Additionally, Applications may be rejected by the City in accordance with Appendix A-21 of the Rules and Regulations.

Within 60 calendar days of receiving a completed Application, Manager shall convey the key terms and conditions (including rents, fees, and other charges) that have been established by the City for leasing the Airport land and/or Improvements identified by the Applicant or convey the reason(s) for rejecting the Application in writing to the Applicant. Within 30 calendar days of receiving the key terms and conditions from the City, the Applicant shall indicate if the key terms and conditions established by the City are acceptable to the Applicant.

- If the key terms and conditions established by the City are not acceptable to the Applicant, the Applicant shall present to the Manager revised key terms and conditions that are acceptable to the Applicant within 30 calendar days of receiving the information from the City.
- The City may negotiate the revised key terms and conditions with the Applicant and/or initiate the Competitive Proposal Process described in Section 2.3.
- The City will evaluate all terms and conditions to ensure that all agreements are fair and consistent and that new agreements are consistent with the terms agreed to in other leases on the airport.
- If the City and the Applicant are unable to reach agreement on the revised key terms and conditions within 60 calendar days of the time the information is presented to the City by the Applicant, the City is not obligated to lease Airport land and/or Improvements to the Applicant.



LEASING AIRPORT LAND AND/OR IMPROVEMENTS

If the City and the Applicant reach agreement on key terms and conditions, the Applicant shall: (a) enter into a Memorandum of Understanding (MOU) with the City outlining the key terms and conditions, and (b) pay an earnest money deposit in cash or letter of credit to the City in the amount equivalent to the rents, fees, and other charges (total compensation) for the first month of the Agreement or \$1,000 (whichever is greater) – as evidence of the Applicant's good faith to enter into an Agreement with the City.

- If an MOU is not executed by the City and the Applicant within 30 calendar days of reaching agreement on key terms and conditions which includes an earnest money deposit, the City is not obligated to lease Airport land and/or Improvements to the Applicant and the earnest money may be returned to the Applicant, without interest.

Once the MOU is executed by the Applicant and City and earnest money deposit received, an Agreement shall be prepared by the City for review by the Applicant. Once the Applicant executes the Agreement, the Agreement shall be presented to the Boulder City Council for final approval.

- If the Applicant does not execute the Agreement within 15 calendar days of receiving the Agreement, the earnest money deposit shall be forfeited by the Applicant to the City.

When the City indicates intent to execute the Agreement, the Applicant shall pay a security deposit in the form of cash or a letter of credit – in the amount equal to 25% of the rents, fees, and other charges (total compensation) for the first year of the Agreement or \$2,500 (whichever is greater) – to the City.

- If the Applicant does not pay the security deposit to the City, the Agreement shall not be executed by the City and the earnest money shall be forfeited by the Applicant to the City.
- If the City does not execute the Agreement, the earnest money and the security deposit shall be returned to the Applicant, without interest, within 30 calendar days.

2.3. *Competitive Process*

City Initiative – If Airport land and/or Improvements exist or become available, in the City's sole discretion, the City may issue a Request for Interest (RFI), Request for Qualifications (RFQ), and/or a Request for Proposal (RFP) to entities that may be interested in leasing Airport land and/or Improvements.

- Guidelines for the development of the RFI/RFQ/RFP document are provided in Appendix A-1.
- The City shall advertise the RFI/RFQ/RFP opportunity. Advertising Guidelines are provided in Appendix A-2.
 - provide a description of the RFI/RFQ/RFP opportunity including identification of the Airport land and/or Improvements that are and/or may be available for lease (subject property) and the General Aviation products, services, and/or facilities that are and/or may be desired by the City;
 - provide instructions to proposers for obtaining the RFI/RFQ/RFP document; and
 - identify the date, time, and method for submittals.

The City may, in its sole discretion, hold a pre-proposal meeting to: (a) discuss the RFI/RFQ/RFP opportunity, document, and/or related processes, (b) conduct a tour of the Airport and/or the subject land and Improvements, and (c) provide prospective respondents with the opportunity to ask questions.

After the stated deadline, the City shall review the submittals for compliance with the RFI/RFQ/RFP specifications and criteria and shall rank the submittals.

- Submittals received after the stated deadline shall not be considered and shall be returned unopened.
- The City may, in its sole discretion, interview respondents.



LEASING AIRPORT LAND AND/OR IMPROVEMENTS

- The City has the right to reject any or all submittals, to advertise for new submittals, and/or to modify any or all RFI/RFQ/RFP processes.
- The City shall be under no obligation to make an award or to make an award to the respondent specifying the highest level of compensation to the City.

Upon completion of an RFI process (if utilized), the City may, in its sole discretion, invite respondents to respond to an RFQ or RFP. Upon completion of an RFQ process (if utilized), the City may, in its sole discretion, invite the most qualified respondents to respond to an RFP.

- If only one respondent expresses interest or is considered qualified by the City, the City may, in its sole discretion, negotiate an Agreement with the qualified respondent without issuing an RFQ/RFP.

Upon completion of an RFP process (if utilized), the City may select the best respondent in the City's sole discretion. Once selected, the City and the selected respondent shall utilize the MOU and Agreement process outlined in Section 2.2. If the City and the selected respondent are unable to reach agreement on an MOU or Agreement, at the sole discretion of the City, the City may negotiate with the next best respondent and so on.

Initiative of Others – If, during an Application process occurring outside of an RFI/RFQ/RFP process, another qualified entity expresses interest in leasing and demonstrates an immediate need for the subject land or Improvements (as outlined in Section 2.4), the City may, in its sole discretion, negotiate with the entity(ies) and/or issue an RFQ/RFP in which case, the Competitive Proposal Process described in Section 2.3 shall be followed.

However, once the MOU (as discussed in Section 2.2) is: (a) executed by the Applicant and City, and (b) the earnest money deposit has been provided to the City, the City is under no obligation to negotiate with any entity other than the Applicant or issue an RFQ/RFP.

2.4. Demonstrating Immediate Need

Any entity seeking to lease Airport land and/or Improvements must demonstrate the entire land area(s) and/or the entire Improvement(s) seeking to be leased will be Immediately utilized.

2.5. Public Disclosure

Applicants and RFI/RFQ/RFP respondents should be aware that the City is subject to the Colorado Open Records Act (CORA), which gives the public the right to examine documents in possession of the City.

An Applicant or respondent may identify any proprietary and/or confidential information submitted to the City.

2.6. City Improvement Leasing

The City may, in its sole discretion, enter into a short-term (i.e., month-to-month) *Non-Commercial Aircraft Hangar Agreement* which grants an entity the right to use and/or occupy a City Hangar at the Airport in accordance with Appendix A-2. A *Non-Commercial Aircraft Hangar Agreement* shall, at a minimum, include the provisions set forth in Appendix A-4. All Agreements less than one year shall be considered short-term and handled on a month-to-month basis.



3. AGREEMENTS

3.1. *Introduction*

The Agreement will outline the terms and conditions under which the entity is authorized to occupy and/or use Airport land and/or Improvements for General Aviation purposes. This Policy outlines the key terms and conditions which shall be included in the Agreement as well as other terms and conditions which may be included in the Agreement.

This Policy does not represent a complete recitation of the provisions to be included in the Agreement and the provisions contained in any Agreement shall not be deemed or construed to modify this Policy.

3.2. *Key Terms and Conditions*

Recitals

All recitals shall include, at a minimum, the desires of the City and the Lessee. All recitals shall be incorporated into the Agreement by reference.

Definitions

Consistent with the PMCDs, all defined words are identified in Appendix B-1 of the Rules and Regulations and shall be incorporated into the Agreement by reference.

All words or phrases defined in the PMCDs, whenever used in the Agreement, shall be identified by use of a capital letter and the meaning shall be construed as defined therein unless (from the context) a different meaning is intended or unless a different meaning is specifically defined. Words or phrases that are not defined shall be construed consistent with common meaning or as generally understood throughout the aviation industry.

Leased Premises

The Leased Premises shall be clearly defined and described including the square footage of each land and Improvement component and the address of the Leased Premises. If a Lessee desires to construct additional Improvements on the Leased Premises, a statement shall be made to that effect and the development and construction process shall be outlined. All Leased Premises shall be inspected by the Lessee and Lessee's acceptance of (and responsibilities relating to) the Leased Premises shall be clearly stipulated.

Ground Leases shall include the building footprint and all other improved areas. The Lessee is responsible for all upkeep and pavement maintenance for a minimum of 15 feet on all sides of the hangar. The Lessee is responsible for all upkeep and pavement maintenance on their dedicated ramp and parking areas.

In the event of a conflict between the express provisions of a written lease and this Policy, the express written lease provisions shall control.

Use

Aeronautical Use (Commercial) – The Agreement shall identify the required Commercial General Aviation products, services, and/or facilities to be provided by the Operator. The Agreement may identify optional General Aviation products, services, and/or facilities that may be provided without the approval of the City. The Agreement may also identify additional General Aviation products, services, and/or facilities that may be provided, subject to obtaining the prior written consent of the City.



Aeronautical Use (Non-Commercial) – For Non-Commercial occupancy and/or use of Airport land and/or Improvements, the Agreement shall stipulate that the entity shall not offer or provide Commercial General Aviation products, services, or facilities or conduct Commercial activities at the Airport or from the Leased Premises, unless provided for in a separate Agreement with the City.

Non-Aeronautical Use – Leasing Airport land and/or Improvements for non-aeronautical activities is not generally favored by the City or the FAA. The City may, in its sole discretion, consider non-aeronautical use in the event the non-aeronautical use of Airport land and/or Improvements does not interfere with the primary aeronautical use of Airport land and/or Improvements and is not in violation of any Legal Requirements, including any Assurances.

The leasing of Airport land and/or Improvements for non-aeronautical activities will not be permitted without the prior written consent of the FAA (if necessary) and approval by the Boulder City Council.

Prohibited Uses – All prohibited uses of the Leased Premises shall be identified including any uses contrary to the Airport Layout Plan, Airport Land Use Plan, and/or Legal Requirements and or PMCDs.

Condition – The agreement shall make no warranty or representation of any kind concerning the condition of the Leased Premises, or the fitness of the Leased Premises for the uses and Activities intended.

Compliance – The Agreement shall require compliance with the PMCDs and all applicable Legal Requirements.

Term

The original term, commencement date, and ending date shall be conveyed in the Agreement. The term of the Agreement shall be commensurate with the amount of City approved Capital Investment made by the Lessee in the Leased Premises, consistent with the Capital Investment Schedule outlined below and the type of Activity. Capital Investment per year of lease term is determined based on data from Marshall and Swift Valuation Service to determine an average price of construction per square foot for each facility component required by the General Aviation Minimum Standards.

Type of Activity	Service Category	Capital Investment (Per Year of Lease Term)
Fixed Base Operator (FBO)	All	\$80,000 per acre (approximately \$1.85 psf)
Specialized Aviation Service Operators (SASO)	Without Hangar	\$1.15 psf
	With Hangar	\$1.40 psf

Notwithstanding circumstances beyond the control of the Lessee and if the City agrees in writing that such circumstances were beyond the control of the Lessee, all Improvements to the Leased Premises shall be completed and occupied and/or used by the Lessee within 18 months of the commencement date of the Agreement.

Adjustments – The required Capital Investment identified in this Policy shall be adjusted every five years (e.g., January 1, 2030, 2035, etc.) based on the total change in the Consumer Price Index (described in Section 4.3). At the discretion of the City, the required Capital Investment may be adjusted to reflect the change in the cost of construction in the market using a similar mechanism.



Term Calculation – When Capital Investment is made, the term of the Agreement shall not be greater than a thirty (30) year base term plus 2 five-year option periods (for a total of 40 years). When no Capital Investment is made, the term of the Agreement shall be at the discretion of the City, but shall not be greater than twenty percent (20%) of the term of the previous Agreement (if an existing Lessee) or five (5) years, whichever is less. When a Lessee makes additional Capital Investment in the Leased Premises and/or on the Airport during the term of the existing Agreement, the term of the Agreement may be extended by the City based on the level of Capital Investment (plus five (5) years) made by the Lessee:

- If the term of the Agreement is extended by the City: (a) the Agreement shall be amended in accordance with this Policy, the PMCDs, and all applicable Legal Requirements in effect at the time and (b) the remaining term of an existing Agreement plus the term of any extension thereto shall not be greater than forty (40) years.

Amortization Beyond Term – If City approved Capital Investment is made (at the beginning of or during the Agreement) that does not result in a 30-year base term (based on the Airport's Capital Investment Schedule), the City may, in its sole discretion, allow the Lessee to amortize the Capital Investment (on a straight-line basis) over a 30-year period. At the end of the Agreement in which the amortization extends beyond the term, one of the following options may occur:

- the City shall compensate the Lessee for the unamortized portion of the Capital Investment;
- the City can enter into a new Agreement with Lessee providing for continued amortization of the Capital Investment commensurate with remaining amortization period; or
- the City can enter into a new Agreement with a new Lessee and require new Lessee to compensate Lessee for the unamortized portion of the Capital Investment.

Amortization Beyond Airport Closure – In an effort to reduce Lessee's risk and encourage development at the Airport, new Agreements executed following promulgation of this Policy will allow, subject to annual appropriations by City Council, approved Capital Investment to be reimbursed by the City in the event of permanent Airport closure. New Agreements shall provide that, subject to annual appropriations by City Council, the City will compensate the Lessee for 100% of approved Capital Investment for the first 10-years of any new Agreement. Every year thereafter for a 30-year agreement (Years 11 – 30), the reimbursement amount will decrease by 5% of the total approved Capital Investment. For example, in Year 12 of the Agreement, reimbursement would equal 90% of the total approved Capital Investment (5% decrease in Year 11 and 5% decrease in Year 12 for a total of 10% decrease). Nothing in this Policy shall prohibit the City to entering into an Agreement providing for different terms regarding amortization after Airport closure.

Renewals – The renewal process, rights, and timeframe for exercising any renewal options shall be outlined in the Agreement. If Improvements are part of the Leased Premises, certain maintenance, repairs, and/or restoration may be required prior to renewal.

Transitions – For Activities, in the event the use and/or occupancy of the Leased Premises is going to be transitioned from the Lessee to another entity, the cooperation of the Lessee shall be required and a statement (to this effect) shall be included in the Agreement.

Rents, Fees, and Other Charges

Rent – The rent to be paid by the Lessee to the City shall be identified in the Agreement on a square foot basis for each land and Improvement component of the Leased Premises. All Airport rents shall be established and adjusted in accordance with Section 4.



Fees – The applicable fees to be paid by the Lessee to the City shall be identified in the Agreement. All Airport fees shall be established and adjusted in accordance with Section 4.

Payments and Late Charges – The Agreement shall identify the frequency, the due date, and the acceptable manner for making payments of the rents and fees, including the delivery address. Additionally, the time at which a payment is considered late shall be stipulated and the process for applying late charges (and any related interest) shall be outlined.

Improvements

All Improvements shall comply with this Policy, the PMCDs, and all applicable Legal Requirements. Lessee shall procure all City building, fire, safety, and other required codes and/or permits.

Upon expiration of the term of the Agreement, at the option of the City, ownership of the permanent Improvements that have been made to the Leased Premises by the Lessee shall revert to the City or the permanent Improvements identified by the City shall be demolished and/or removed by the Lessee and the Lessee shall return the Leased Premises to its original condition and character, normal wear and tear excepted.

Lessee's Rights and Privileges

The right of use, location, and hours of ingress and egress shall be identified in the Agreement. The Lessee shall be permitted to use the Airport and its appurtenances together with all public areas and facilities in common with all Airport users.

Subject to compliance with the Agreement, the Lessee shall be permitted to peacefully and quietly have, hold, and enjoy the Leased Premises for the term of the Agreement. Lessee shall be permitted to install fixtures on the Leased Premises and use equipment, tools, machinery, or other personal Property in support of the authorized uses of the Leased Premises at the sole risk of the Lessee. The Agreement shall clearly state that all fixtures, equipment, tools, machinery, and personal Property shall be removed from the Leased Premises upon termination of the Agreement. This does not include fixtures that are considered a permanent part of the premises.

Lessor's Rights and Privileges

In addition to the rights and privileges outlined in the PMCDs, the Agreement may convey any additional rights and privileges of the City pertaining to the Leased Premises including, but not limited to, access to the Leased Premises and performance of official acts by the City (or a designated representative of the City).

Lessee's Obligations

For Commercial Aeronautical Activities, the Lessee shall be responsible for maintaining an on-going business at the Airport and complying with the PMCDs throughout the term of the Agreement. Additionally, any modifications to the business or corporate structure of the Lessee shall be communicated in advance to the City.

Lessee shall be responsible for the conduct, demeanor, and appearance of the Lessee's representatives, officers, officials, employees, agents, and volunteers at the Airport and on the Leased Premises. Lessee shall be responsible for conducting Lessee's authorized activities in a manner that does not interfere with or disturb others while also complying with applicable Legal Requirements.

Lessee shall be responsible for promptly paying when due and owing all:

- taxes, assessments, and other fees, without offset or abatement, charged by any Agency relating to the Leased Premises, Improvements, and Lessee's activities;



- utilities (which shall be arranged for by Lessee if separately metered); and
- all costs, expenses, and other charges relating to the Leased Premises, Improvements, and/or Lessee's activities.

Lessee shall be responsible for maintaining, repairing, restoring, and cleaning the Leased Premises including all structural components, all exterior and interior maintenance and repair, landscaping, janitorial, trash removal, snow removal, and sweeping. The Agreement shall outline the process in the event the Lessee fails to diligently, properly, and promptly maintain, repair, restore, or clean the Leased Premises.

If Based Aircraft are located on the Leased Premises, the Lessee shall provide a Based Aircraft report to the City in a manner approved by the Manager.

Required FAA Clauses

The Agreement shall include the provisions required by the FAA which shall, at a minimum, include non-exclusive use of the Airport and non-discrimination clauses.

Defaults and Remedies

The Agreement shall stipulate that any default or breach of the Agreement or any subleases associated, by Lessee shall constitute a default or breach of all Agreements between the City and Lessee. The City shall consider any of the following a default or breach under the Agreement:

1. failure to comply with Legal Requirements;
2. failure to comply with the Assurances;
3. failure to comply with the PMCDs;
4. failure to comply with the Airport's policies, standards, rules, regulations, and directives;
5. failure to perform any condition, obligation, or privilege contained in the Agreement;
6. failure of a Lessee engaged in Activities to obtain prior written consent from the City before conducting additional Activities;
7. failure to obtain prior written consent from the City before constructing any Improvements to the Leased Premises and/or at the Airport;
8. failure of a Non-Commercial Lessee to refrain from engaging in Commercial activities at the Airport unless provided for in a separate Agreement with the City;
9. subleasing (or attempting to Sublease) any portion of the Leased Premises without the prior written consent of the City if not permitted in the Agreement;
10. any sale or assignment of the Leased Premises or Agreement made (or attempted to be made) without the prior written consent of the City;
11. any change in controlling ownership of Lessee made (or attempted to be made) without the prior written consent of the City;
12. any encumbrance of the Leased Premises or Improvements on the Leased Premised made (or attempted to be made) without the prior written consent of the City;
13. the failure to properly maintain the Leased Premises or promptly pay all utilities, insurance, and taxes when due and owing;
14. the filing of bankruptcy and/or assignment of substantially all Lessee's assets for the benefit of Lessee's creditors;
15. the filing of a lien against the Leased Premises;
16. the voluntary abandonment of the Leased Premises;



17. falsification of any record so as to deprive the City of any rights, privileges, rents, fees, or other charges under the Agreement; or
18. failure to remain Current or in Good Standing.

The failure of Lessee to observe or perform any of the terms and conditions of the Agreement or any other agreement with the City in any material respect where such failure shall continue for a specific period of time after written notice from City and process to cure such default.

Termination by Lessee

If Current, in Good Standing, and Leased Premises and Improvements are in good condition, the Lessee may terminate an Agreement in the event of a permanent abandonment or closure of the Airport; lawful assumption by United States Government or any authorized Agency of the operation, control, use or occupancy of the Airport; material default or breach by City, or substantial Condemnation or eminent domain which prevents or substantially impairs the conduct of Lessee's Activities and equates to fifty percent (50%) or more of the total Leased Premises.

Condemnation or Eminent Domain

In the event of acquisition by Condemnation or the exercise of the power of eminent domain (by any Agency permitted to take property for public use) of any land or Improvements associated with Lessee's Leased Premises, Lessee shall not institute any action or proceeding or assert any claim against the City for Compensation or consideration of any nature. All Compensation or consideration awarded or paid to City upon a total or partial acquisition of the Leased Premises (which for these purposes shall not include any Compensation or consideration from the City) shall belong to the City without any participation of the Lessee.

Lessee may recover directly from the condemning Agency the value of any claim, provided that no such claim shall diminish or otherwise adversely affect the City's award.

Total – In the event of an acquisition by Condemnation or eminent domain of all interest in the Leased Premises, Lessee's obligation to pay rent shall cease and all leasehold interest created shall cease.

Substantial and Partial – In the event of an acquisition by Condemnation or eminent domain of a portion of interest in the Leased Premises, Lessee's obligation to pay rent shall cease as it pertains to the specific portion of the Leased Premises acquired. If the Condemnation or eminent domain substantially impairs the conduct of the Lessee's activities and equates to more than 50% of the total Leased Premises, Lessee may terminate the Agreement by notifying the City. If the Agreement is not terminated by the Lessee, the rent shall be adjusted accordingly.

Force Majeure

The City or Lessee shall be excused if delayed, hindered, or prevented from performance of the Agreement by reason of war, national emergency, or acts of nature. However, the Lessee shall not be relieved of paying rents, fees, and/or other charges when due and owing.

Hazardous Materials

The Lessee shall be solely and fully responsibly for compliance with Legal Requirements and shall indemnify, defend, protect, and hold harmless the City arising from or related to the presence or discharge of Hazardous Materials. The City shall have the right to terminate in the event of non-compliance or contamination occurring on the Leased Premises and the City shall not unreasonably withhold assignment or subleasing due to certain activities related to Hazardous Materials.

**Reservation of Avigational Easement**

City reserves to itself and its successors and assignees, for the use and benefits of the public, a right of avigation over the Leased Premises for the passage of aircraft utilizing the Airport.

Americans with Disabilities Act

City shall require Lessee be solely and fully responsible for complying with the Americans with Disabilities Act of 1990 as amended from time to time, with respect to the Leased Premises and its Activities at the Airport.

Insurance

The Lessee shall be responsible for procuring and maintaining the liability and property insurance required by the Agreement, PMCDs, and Legal Requirements.

Damage, Destruction and Termination

No destruction or damage to the Leased Premises by fire, windstorm, hail, or other casualty, whether insured or uninsured, shall entitle Lessee to terminate the Agreement.

Hold Harmless and Indemnification

The Agreement shall require Lessee to defend, indemnify, save, protect, and hold harmless City, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers from and against (and reimburse City for) any and all actual or alleged claims, demands, damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), fines, environmental costs, and/or penalties which may be imposed upon, claimed against or incurred or suffered by City.

Non-Liability of Officials and Employees of Lessor

No official or employee of City shall be personally liable for any default or liability under any Agreement.

Subleasing

Subleasing is considered a Commercial Activity. Any entity engaging in subleasing must comply with the Lease or PMCDs.

Subleasing Privileges Permitted in the Agreement – If the City permits subleasing in the Agreement, a standard sublease agreement (consistent with the requirements set forth in Appendix A-4) prepared by the Lessee and approved in writing by the City in advance of occupancy may be used by the Lessee to facilitate subleasing. The standard sublease agreement and any required documentation for each sublease shall be available to the City upon request.

If a standard sublease agreement is not used by the Lessee, the proposed sublease agreement and any required or requested information and/or documentation shall be submitted to the Manager for review. If the proposed sublease agreement is acceptable to the Manager, the proposed sublease agreement and any additional information and/or documentation deemed relevant by the Manager shall be submitted to the City for review and approval. The City reserves the right to require Lessee to reimburse the City for attorney's fees and expenses incurred by the City relating to the review and approval of the proposed sublease agreement. A Sublessee may not occupy the subject land and/or Improvements at the Airport prior to receiving the written consent of the City.

If an entity desires to sublease land and/or Improvements at the Airport and desires to conduct Commercial Activities at the Airport, the Sublessee shall comply with all applicable sections of the Minimum Standards.



The Lessee shall not be required to pay the City any portion of the revenues generated, or profits earned, relating to approved subleasing activities if permitted in the Agreement.

Subleasing Privileges Not Permitted in the Agreement – If the City does not permit subleasing in the Agreement, the Lessee must obtain the prior written consent of the City prior to subleasing and or Subtenant occupying the space. Subleasing privileges shall be granted in the City’s sole discretion.

The proposed sublease agreement, a completed Application, and any other required or requested information and/or documentation shall be submitted to the Manager for review. If the proposed sublease agreement, completed Application, and other required or requested information and/or documentation are acceptable to the Manager, the proposed sublease agreement, completed Application, and any additional information and/or documentation deemed relevant by the Manager shall be submitted to the City for review and approval. A Sublessee may not occupy the subject land and/or Improvements at the Airport prior to receiving written consent of the City.

If Subleasing is permitted in the Agreement, Operator shall pay the City a percentage of the gross revenue generated by the subleasing activity, as stipulated in the Airport’s Rents and Fees Schedule.

Sublessee Obligations – Sublessee shall comply with the PMCDs and all applicable Legal Requirements.

Subleasing Restrictions – Unless otherwise stated in prior written consent, Sublessee shall be subject to all applicable terms and conditions of the Lessee’s Agreement governing the land and/or Improvements being subleased.

Any Sublease made contrary to the requirements of this section shall be null and void.

Sale, Assignment, or Transfer

A Lessee shall not sell, assign, or transfer the Agreement, in whole or in part, or any interest in the Agreement, or any rights or obligations the Lessee has under the Agreement, without the prior written consent by the City. This is not applicable to T-Hangar agreements.

1. If a Lessee is desirous of such a sale, assignment, or transfer, the Lessee shall submit a written request to the Manager for approval. The request shall be accompanied by a completed Commercial Operator and Lessee Application by the entity requesting assignment (Assignee).
2. If the Commercial Operator and Lessee Application is acceptable, the Manager shall submit the Application and a recommendation to the City for review and approval.
3. At the time a sale, assignment, or transfer is approved in writing by the City, the Lessee shall reimburse the City for attorney’s fees and expenses incurred by the City relating to the sale, assignment, or transfer in the sole discretion of the City.
4. The Assignee shall satisfy all criteria set forth in this Policy, the PMCDs, and all applicable Legal Requirements.

Written consent of the City is required in connection with: (a) the merger, consolidation, or reorganization of the Lessee with any Affiliate of the Lessee, (b) the sale of all or substantially all of the assets of the Lessee to any Affiliate of the Lessee, or (c) assignment to any Affiliate of the Lessee. Such consent will not be unreasonably withheld.

Any sale, assignment, or transfer, with exception of the situations and/or circumstances noted in this section, made without the prior written consent of the City shall be considered null and void.

**Change in Controlling Ownership**

Any change in the controlling ownership of a Lessee is subject to the prior written consent of the City.

If a Lessee is desirous of changing its controlling ownership, the Lessee shall submit a completed Application to the Manager for review. If the Application is acceptable to the Manager, the Manager shall submit the Application and a recommendation to the City for review and approval.

- At the time the change in controlling ownership is approved in writing by the City, the Lessee shall reimburse the City for attorney's fees and expenses incurred by the City relating to the change in controlling ownership.

Any change in controlling ownership made without the prior written consent of the City shall be considered null and void.

Encumbrances

A Lessee shall not mortgage, pledge, assign as collateral, encumber or in any manner transfer, convey, or dispose of the Leased Premises or any interest therein without the prior written consent of the City.

If a Lessee is desirous of mortgaging, pledging, assigning as collateral, encumbering or in any manner transferring, conveying, or disposing of the Leased Premises or any interest therein, the Lessee shall submit a written request to the Manager for review. If the request is acceptable, the Manager shall submit the request and a recommendation to the City for review and approval.

- At the time the request is approved in writing by the City, the Lessee shall reimburse the City for attorney's fees and expenses incurred by the City relating to the encumbrance request.

Any encumbrance made without the prior written consent of the City shall be considered null and void.

Relocation

In the event that relocation is deemed necessary (e.g., to correct deviations from 14 CFR Part 77, to ensure consistency with the Airport Layout Plan, etc.), the City shall provide Airport land and/or Improvements that are similar to the Airport land and/or Improvements currently being occupied and/or used by the Lessee. Such Airport land and/or Improvements shall be leased to the Lessee under the same terms and conditions as stipulated in the existing Agreement.

If similar Airport land and/or Improvements are not available, the City may, in its sole discretion, buy out the leasehold interest held by the Lessee at the market value determined by an Appraiser engaged by the City using the approach outlined in Appendix A-5. If the Lessee disagrees with the market value conclusion reached by the Appraiser, the Lessee shall have the right to initiate the dispute resolution process set forth in Appendix A-8.

If the relocation is solely for the benefit of the City, the City shall pay all reasonable (and verifiable) relocation costs and expenses associated with relocating the Lessee. Relocation shall follow all applicable federal, FAA, and any other applicable Legal Requirements for relocation proceedings and any appraisal report shall meet the requirements of such.

- If there is any discrepancy between this Policy and such Legal Requirements, the Legal Requirements shall prevail.

3.3. Other (General) Terms and Conditions

In addition to the key terms and conditions (outlined in Section 3.2), the Agreement shall include the following:



No Waiver – the City shall not waive the right to enforce the Agreement, in whole or in part.

Licenses, Certifications, and Permits – the Lessee shall have (and provide copies to the City upon request) all licenses, certifications, and permits required to conduct Lessee’s activities.

Indemnification – the Lessee shall defend, indemnify, save, protect, and hold harmless the City and its elected officials, representatives, officers, officials, employees, agents, and volunteers from and against (and reimburse the City for) any and all actual or alleged claims, demands, damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), fines, environmental costs, and/or penalties (collectively referred to as costs) which may imposed upon, claimed against or incurred or suffered by the City, as a result of, or arising out of the Lessee's activities, actions, or inactions.

Books and Records – the Lessee shall keep complete books and records of the amounts due and owing to the City for rents, fees, or other charges applicable to the Agreement. The City shall have access to such records upon reasonable notice. The City reserves the right to audit such records. The entity shall have the burden of proof if the amount determined by the City is disputed.

Holdover Possession – in the event the Lessee should hold over and remain in possession of the Leased Premises after the expiration of term of the Agreement, the rents, fees, and other charges paid during the holding over period shall be equal to a minimum of 150% of the monthly rents, fees, and other charges that were charged by the City at the time the Agreement expired.

Surrender Leased Premises – requires that upon expiration of the term of the Agreement or earlier termination of the Agreement, Lessee vacate and surrender possession of the Leased Premises to City as outlined in the Improvements section.

Independent Entities – the Agreement shall not be construed to establish a partnership between the City and the Lessee.

Binding Effect – the Agreement shall be binding on and inure to the benefits of the heirs, successors, and assigns of the City and the Lessee.

Conflict Of Interest - The Lessee shall avoid conflicts of interest, or the appearance thereof, in performance of the Agreement.

Subordination – the Agreement is subordinate to any agreement between the City and the United States Government, the State of Colorado, or any other Agency having jurisdiction.

Governing Law and Venue – the Agreement shall be made in accordance with the laws of Colorado and the court having jurisdiction shall be identified in the Agreement.

Paragraph Headings –the paragraph headings in the Agreement shall only be used as a matter of convenience and/or reference.

Severability – if a provision of the Agreement is held to be unlawful, invalid, or unenforceable by final judgment of any Agency or court of competent jurisdiction, the invalidity, voiding, or unenforceability of such provision shall not in any way affect the validity of any other provisions of the Agreement.

Counterparts – if the Agreement is executed in counterparts, each shall be deemed an original and which together shall constitute one and the same Agreement.

Modification – any change or modification to the Agreement shall not be valid unless made in writing, agreed to, and signed by the City and Lessee.



Time of the Essence – the City and Lessee shall agree that time is of the essence in performance of the Agreement.

Entire Agreement – the Agreement shall be construed to embody the entire understanding and agreement between the City and the Lessee.

Notices – the Agreement shall identify the location and contact person (if applicable) for the City and the Lessee as well as the method for providing any notices required in the Agreement.

Representations and Warranties of the Lessee – the Agreement shall outline the representations and warranties of the Lessee.

Exhibits – the Agreement shall include drawings of the Leased Premises (at a minimum) and any additional exhibits which are required to perfect the Agreement.



4. RENTS AND FEES

4.1. Introduction

The City is required, by the Assurances, to maintain a rent and fee structure that makes the Airport as self-sustaining as possible given the circumstances that exist. As such, the City will charge Market Rent for Airport land and/or Improvements and cost-recovery fees.

The City, by entering into Agreements and by other means that may be available to the City shall endeavor to recover the costs being incurred by the City relating to the planning, development, operation (including maintenance and repair), management, and marketing of the Airport (that are not being covered by federal or state Airport Improvement Programs) through the establishment of rents, fees, and other charges.

The City shall be properly compensated for the privileges granted to an Operator, Lessee, or Permittee. It is the policy of the City to seek terms and conditions that, while being reasonable and not unjustly discriminatory, provide the best return to the City.

While each Lessee at the Airport shall be subject to substantially the same rents, fees, and other charges as are uniformly applicable to other Lessees utilizing the same or similar Airport land and/or Improvements for the same or similar use or purpose, it is recognized that the use and attributes of Airport land and/or Improvements and/or the terms and conditions of Agreements (and the approach utilized to reach agreement and related timing) varies. As a result, the rents, fees, or other charges at the Airport may vary as well. However, the City shall not charge unjustly discriminatory rents, fees, or other charges.

4.2. Establishment of Market Rent

Market Rent for aeronautical land and/or Improvements (referred to as the “property” or “properties” in this Section) at the Airport shall be determined by: (a) Rent Study, (b) comparative analysis of the rents being charged for similar properties at the Airport, (c) negotiation, or (d) competitive process, as outlined in this Section.

Aeronautical properties, pertinent to this Section include, but are not necessarily limited to, unimproved land (land not having landside and/or airside access and/or utilities to the property), improved land (land having airside and landside access and utilities to the property), Ramp, Vehicle parking areas, Fuel storage facilities, General Aviation terminal buildings, office and shop facilities, Hangars, storage areas, and other support buildings or related facilities.

Rent Study

The objective of the Rent Study is to establish Market Rent for aeronautical land and Improvements at the Airport based on a comparative analysis of the rents being charged for similar properties at comparable airports. The process that shall be used to establish Market Rent for properties at the Airport is set forth herein.

The City shall engage an independent entity (i.e., aviation consultant or Appraiser) with the following background and experience to conduct a Rent Study:

1. working knowledge of the aviation industry;
2. familiarity with federal and state Legal Requirements and FAA regulations, obligations, and guidance pertaining to setting rents for aeronautical land and Improvements being used for General Aviation purposes; and
3. experience providing Rent Studies at similar airports.

Rents and related information shall then be obtained (from airports determined to be comparable) and analyzed to derive the Market Rent for the subject properties. Each component of the subject properties should be analyzed independently.



The City and Lessee (if applicable) may suggest airports to the independent entity considered to be comparable, however the independent entity shall not be obligated to use such recommended locations.

To ensure consistency in the determination of Market Rent for the subject property, the independent entity may categorize and group similarly situated properties by use and attributes. In determining the Market Rent for the subject property, the independent entity shall use such categorizations and groupings with consideration given to the functional utility or limitations of the subject property. This shall include, but not necessarily be limited to, any limitations or restrictions on the development, the availability of utilities, and/or the ability of the subject property to support the aircraft that normally frequent the Airport.

The independent entity shall consider properties at the Airport that are similar to the subject property and, if appropriate, the aviation consultant or independent entity may also consider properties located at competitive facilities and general real estate market conditions and trends in the local market.

If the rents charged for similar properties at the Airport, comparable airports, and/or competitive facilities are impacted by the fees being charged, or if fees are charged in lieu of rent, the relationship between the rents and fees shall be considered and addressed by the independent entity.

Similar Properties On-Airport

The City may, in its sole discretion, set Market Rent for the subject property if rents for similar properties at the Airport have been established through an Agreement with the City within one year. In this case, each of the elements under this Section shall be considered by the City in determining the Market Rent.

Negotiation/Competitive Process

Market Rents can also be established by negotiation or through competitive process.

Rate of Return

In the event that the City develops all or part of the Improvements, the City may establish an acceptable rate of return on the investment, in the City's sole discretion, to determine a rental rate.

Airport Sponsor Financing

In the event that the City provides funds for the development of all or part of the capital Improvements, such funds shall be provided on terms and conditions commensurate with the prevailing terms and conditions in the market (e.g., loan term, down payment, interest rate, etc.) for the type of Improvement being developed. The rent for the Improvement can be established based on the loan payments by Lessee to the City.

4.3. Adjustment of Rents

All rents shall be established and shall be effective upon the first day of the calendar year following promulgation of this Policy (January 1, 2025) and all rents shall be adjusted every five years thereafter (e.g., January 1, 2030, 2035, 2040, etc.) based on the findings of a Rent Study (described in Section 4.2). On an annual basis between each Rent Study (e.g., January 1, 2024, 2025, 2026, and 2027), all rents shall be adjusted based on the change in the Consumer Price Index (described in this section). All rent adjustments shall be determined prior to the adoption of the budget for the following fiscal year.

Consumer Price Index (CPI)

CPI shall mean the Consumer Price Index for the Denver-Aurora-Lakewood area published by the United States Department of Labor, Bureau of Labor Statistics.



If a substantial change is made in the method by which the CPI is determined, the CPI shall be adjusted to the figure that would have resulted had no change occurred in the manner of determining the CPI. In the event that the CPI (or a successor or substitute index) is not available, a reliable governmental or other nonpartisan publication evaluating the information previously used in determining the CPI shall be used instead of the CPI.

Data for the 12-month period prior to the first day of the calendar year following promulgation of this Policy shall be utilized as the base year (which shall be equal to 100). All rents shall be adjusted using the percentage change in the CPI, which shall be calculated using the following formula: $\text{CPI (at the time of adjustment) minus CPI (at the time of the last adjustment) divided by CPI (at the time of the last adjustment)}$. Rent will not decrease in the event that the CPI decreases. If the CPI decreases, the rent will remain unchanged from the prior year.

4.4. Establishment and Adjustment of Fees

The City shall charge fees to recover the costs being incurred by the City associated with the planning, development, operation (including maintenance and repair), management, and marketing of the Airport (that are not being covered by federal or state Airport Improvement Programs).

1. Costs shall include, but not necessarily be limited to: (a) all Airport planning, engineering, design, and development costs (City's portion only), (b) all Airport operating, management, and maintenance and repair costs (City's portion only), and (c) all Airport debt service, capital outlays, reserves, and amortization.
2. All General Aviation related revenues (including rents) shall be deducted from all General Aviation related costs and the difference shall be charged to Lessees, Sublessees, Permittees, and users of the Airport on a proportionate basis in the form of fees.

Fees may include, but are not necessarily limited to, fuel flowage fees, aircraft parking fees, Aircraft landing fees, based aircraft fees, general aviation operator permit fees, percentage of gross receipts fee, and/or temporary or special use permit fees.

Aircraft Parking Fees – Transient Aircraft Owners/Operators shall pay an aircraft parking fee.

Fuel Flowage Fees – Based and Transient Aircraft Owners/Operators shall pay a fuel flowage fee based on the number of gallons dispensed into the aircraft at the Airport as required in the PMCDs.

Commercial Operators who provide Fueling (and/or Fuel handling) services at the Airport, such as the FBO, shall be responsible for the collection of the Fuel flowage fee from the sale of Fuel to (and/or handling of Fuel on behalf of) consumers served and for payment to the City.

Non-Commercial Self-Fueling entities shall report Fuel volumes and pay the fuel flowage fee directly to the City.

The City shall not charge a percentage of gross receipts fee on Aircraft charter Activities in accordance with Title 49 – Transportation, Subtitle VII – Aviation Programs, Part A – Air Commerce and Safety, Subpart I – General, Chapter 401 – General Provisions, Section 40116 – State Taxation, paragraph (b).

Fees shall be adjusted each year based on the calendar year budget for the Airport.

1. All adjustments shall be effective on the first day of the calendar year.
2. Any deficits shall be carried forward and considered when establishing fees for the following year. Any surplus or any portion of any surplus may be used, at the sole discretion of the City, to service Airport debt, make Airport capital Improvements, increase Airport reserves, or may be carried forward for consideration in establishing Airport fees for the following year.



4.5. *Payment of Rents, Fees, or Other Charges*

No entity shall be permitted to lease or occupy Airport land and/or Improvements unless the entity is Current and in Good Standing. The City may, in its sole discretion, enforce the payment of any rent, fee, or other charge due and owing to the City by any legal means available to the City under any Agreement and/or as provided by Legal Requirements. All rents, fees, or other charges assessed by the City not paid within 5 business days of being due and owing to the City shall be assessed a late fee in accordance with the General Aviation Rents and Fees Schedule.

**APPENDIX A****A-1. RFI, RFQ, and/or RFP Document Guidelines**

The content that may be included in each type of document is identified in the table that follows:

Item	RFI	RFQ	RFP
Objectives with respect to the opportunity	•	•	•
Responsibility for compliance with Legal Requirements		•	•
Overview of the community, the Airport, and the marketplace	•	•	•
Location (and approximate size) of the subject property	•	•	•
Complete and thorough description of the subject property		•	•
Anticipated use of the subject property	•	•	•
If Commercial, outline the desires with regard to the: (a) entity's qualifications and experience and (b) the range, level, and quality of General Aviation products, services, and facilities (and/or Improvements) to be developed		•	•
Anticipated lease term (duration)			•
Minimum rent for the subject property			•
If Commercial, identify the minimum fees and/or other charges for engaging in Activities at the Airport			•
Schedule that identifies key dates for the process	•	•	•
If necessary, the location, date, time, and requirement for attendance at a pre-proposal conference	•	•	•
Specific instructions regarding the content and format of the submission	•	•	•
Require a proposal bond or personal guarantee (that shall remain in effect for 180 calendar days), in the amount equal to the total rents, fees, and other charges proposed to be paid in the first month of the Agreement or \$1,000 (whichever is greater)			•
Place, date, time, and any additional instructions for submission	•	•	•
Grounds for denial or disqualification and withdrawal			•
Evaluation and/or selection criteria to be utilized		•	•
Required forms, statements, and affidavits to be completed for submission			•
Draft of proposed Agreement and/or Permit			•
Primary Management and Compliance Documents			•

A-2. City Improvement Leasing Policy

Application - Entities desirous of obtaining an Agreement to use a City Hangar shall complete and submit a *Non-Commercial Hangar Lessee Application (Application)* to the Manager.

1. In addition to the completed Application, entity shall pay all applicable fees and/or other charges and provide a non-interest bearing deposit of \$100.00 (as stipulated in the Airport's Rents and Fees Schedule).
2. Upon receipt of the: (a) completed Application, (b) applicable fees and/or other charges, and (c) deposit, the entity shall be placed in the last position on the Hangar Waiting List (if applicable).
3. The City's Hangar Waiting List Policy can be found on the Airport's website.

Notification of Hangar Availability – If a City Hangar becomes available, the City shall contact the entity in the first position on the Hangar Waiting List.

1. It is the entity's sole responsibility to keep a current address and telephone number on file with the City.
2. If the City is unable to reach the entity in the first position by telephone on the Hangar Waiting List, a certified letter will be sent to the address the entity has on file with the City.
3. If the entity does not respond to the City within 5 calendar days, the entity shall not be eligible to lease the available Hangar.



If the entity in the first position does not respond within 5 calendar days of the City sending a certified letter, the City shall contact the entity in the next position on the Hangar Waiting List and so on.

Receipt of Notification of Hangar Offering – Upon receipt of notification of Hangar availability, the entity shall respond to the City within 5 calendar days in one of the following ways:

1. Accept the available Hangar, execute a *Non-Commercial Aircraft Hangar Agreement*, and begin using and/or occupying the Hangar. Before acceptance of an available Hangar, it is the entity's sole responsibility to ensure that the Hangar will accommodate entity's aircraft.
2. Decline the available Hangar and maintain the entity's current position on the Hangar Waiting List.
3. Decline the available Hangar and request that the entity be removed from the Hangar Waiting List.

Assignment of Hangar Without Aircraft Ownership – A Hangar shall not be used and/or occupied unless the aircraft is owned, leased, and/or operated by (under the full and exclusive control of) the entity and evidence is provided to the City within 14 calendar days from the date of accepting the available Hangar.

1. In the event the entity intends to purchase, lease, or acquire full and exclusive control of the aircraft, evidence (that the entity has purchased, is leasing, or has acquired full exclusive control of the aircraft) shall be provided to the City within 60 calendar days from the date of accepting the available Hangar.
2. If the entity fails to provide the required evidence, the *Non-Commercial Aircraft Hangar Agreement* shall be immediately terminated, the entity shall be removed from the Hangar Waiting List, and the entity's deposit shall be forfeited to the City.

Certificates of Insurance shall be delivered to the City evidencing industry standard liability coverage for the non-commercial aircraft in compliance with the PMCDs.

If the Lessee sells or otherwise disposes of the aircraft, the Lessee may continue to use and/or occupy the Hangar provided the entity obtains a new aircraft and is in compliance with this section.

Subleasing is not permitted and will result in immediate termination of the *Non-Commercial Aircraft Hangar Agreement* and the entity's deposit shall be forfeited to the City.

Aircraft Partnership – Each aircraft partner shall provide proof of ownership or lease and proof of liability insurance coverage to the City.

Hangar Interest Transfer – Lessee may not transfer interest in the Hangar to an aircraft partner within two years of the date of the aircraft partnership agreement on file with the City.

Hangar Occupation as Contingency for Aircraft Sale – The sale of any Aircraft, contingent upon the continued use of any Hangar, is not permitted. At the time of purchase, the new owner of the Aircraft must vacate the Hangar.

Vacating a Hangar – Lessee shall provide written notice to the City no less than 30 calendar days prior to vacating a Hangar.

Hangar Trades – Lessees may elect to trade Hangars, if mutually agreed and subject to obtaining the prior written consent of the Manager, in accordance with the following requirements:

1. Each Lessee is in full compliance with the Non-Commercial Aircraft Hangar Agreement.
2. Each Lessee must have used and/or occupied the Hangar for a period of not less than 30 calendar days.



3. Prior written notification shall be provided to the Manager at least 30 calendar days prior to the proposed trade date.

Hangar trades will commence on the first day of the month.

A-3. *Standard Sublease Form Requirements for Commercial Operators*

The standard sublease form shall include, at a minimum, the following:

1. Legal name, address, and contact information of the subleasing entity.
2. Land and/or Improvement identification, location, and description.
3. Term of sublease.
4. Rights, obligations, permitted uses, and limitations of Operator and the subleasing entity.
5. Defaults, remedies, and termination of Operator and the subleasing entity.
6. Compliance with the PMCDs and all applicable Legal Requirements.
7. If subleasing for the purpose of aircraft storage (Hangar or tiedown):
8. Aircraft registration number, make, model, and maximum gross landing weight.
9. Requirement to provide a Certificate of Insurance identifying industry standard liability coverage for the non-commercial aircraft in compliance with the PMCDs.

A-4. *Establishment of Market Value*

The City shall engage an Appraiser who meets the qualifications set forth in Appendix A-6 to conduct an appraisal in compliance with the requirements set forth in Appendix A-7 to determine market value.

The Appraiser shall use current appraisal methods that are appropriate for appraising airport land and/or Improvements used for General Aviation purposes.

1. To determine market value, the Appraiser shall consider all three recognized appraisal methods: cost approach, market data or sales comparison approach, and income approach.
2. Although application of all three approaches shall not be required, the Appraiser must adequately explain the omission of any method.
3. At a minimum, the Appraiser shall utilize the income approach (and the direct capitalization technique) to derive the market value of the subject property. Integral to this process, the Appraiser shall conduct an analysis of rents, fees, or other charges for similar properties at comparable airports.
4. The Appraiser shall consider each of the factors delineated in Section 4.2 including, but not limited to, identification of comparable airports, identification of similar properties at comparable airports, property groupings (if applicable), similar on-Airport properties, market conditions and trends, component rents, and impacts of fees on rents.
5. If using the cost approach to derive the replacement cost of the subject Improvements, the depreciation deduction shall be based on the economic life and the effective age of the subject Improvements. Widely recognized and highly regarded national publications (such as Marshall Valuation Service) shall be used as the basis for determining the economic life of the subject Improvements.

The Appraiser shall use an appropriate and justifiable rate of return for airport properties.

The capitalization rates utilized by the Appraiser shall be obtained through relevant, reasonable, and appropriate methods and must be adequately discussed in the appraisal report.

The subject property shall be appraised assuming that highest and best use is aviation related.



The appraiser shall also assume that the subject property will be located on the Airport and that access to the Infrastructure and amenities of the Airport shall be available.

Additionally, the appraisal shall meet the Uniform Standards of Professional Appraisal Practice (USPAP).

A-5. Appraiser Qualifications

Appraisals for aeronautical land and/or Improvements shall be performed by an Appraiser who shall be a Member, Appraisal Institute (MAI) or similarly designated and equally qualified Appraiser who shall be certified by a recognized appraisal organization.

Appraiser must be certified by the Colorado Division of Real Estate as a General Appraiser.

An out-of-state Appraiser may perform an appraisal provided that the Appraiser (prior to conducting the appraisal) satisfies the Colorado Division of Real Estate's requirements by way of reciprocity or otherwise.

Appraiser shall have working knowledge of the aviation industry and airports including commercial entities (i.e., aviation businesses – FBOs and SASOs), Non-Commercial entities (i.e., aircraft owners and operators), and related activities.

Appraiser shall be familiar with federal and state Legal Requirements and FAA regulations, obligations, and guidance pertaining to valuing airport Improvements being used for General Aviation purposes.

Appraiser shall have experience providing the same services at comparable airports.

1. Appraiser shall have performed a minimum of five appraisals involving airport land and/or Improvements within the past five years.
2. Prior to initiating work, Appraiser shall provide a list to the City identifying the location, the type of appraisal conducted, and the extent of analysis performed.
3. Appraisals of non-aeronautical properties performed in connection with the acquisition of such properties by an airport owner/operator shall not be applied towards these requirements.

Appraisers who only conduct appraisals of off-airport (e.g., non-aeronautical) property (for acquisition or other purposes) shall not qualify.

A-6. Appraisal Requirements

In addition to complying with all applicable appraisal standards, in preparing the appraisal for the City, the Appraiser must comply with the following:

Reporting Requirements – General – The depth of the discussion and analysis regarding the potential value impact of the following topics must be consistent with:

1. The potential value impact itself; and
2. The reporting option utilized (Self-Contained Appraisal Report, Summary Appraisal Report, or Restricted Appraisal Report).

Letter of Transmittal – Narrative Appraisal Reports – In addition to the value conclusion(s), effective date of value, and property rights appraised, the letter of transmittal must clearly set forth:

1. The extent of the appraisal process (Complete Appraisal or Limited Appraisal) as well as the reporting option utilized (Self-Contained Appraisal Report, Summary Appraisal Report, or Restricted Appraisal Report).
2. Reference to, or inclusion of, any contingencies and/or special appraisal assumptions which affect the validity of the appraisal and/or the reliability of the value estimate(s).



3. All estimates of value must be expressed as of the current date of the appraisal; future dates of value are not acceptable unless otherwise directed by the City.

Market Value – All appraisal reports must include the Definition of Market Value contained in the most current Dictionary of Real Estate Appraisal.

Regional, County, City, and Market Area (Neighborhood) Data – The analysis of regional, county, city and market area (neighborhood) data must be consistent with the complexity of the appraisal assignment and the specific relevance of regional, county, city, and market area factors to the subject property. The extent of the reporting of regional, county, city, and market area data must be consistent with the reporting option utilized.

Market Analysis/Market Conditions – The market analysis/market conditions section of the appraisal report must contain data and analysis consistent with the complexity of the appraisal assignment, with the focus on current market trends which affect the value and exposure time of the subject property. This section should conclude with a statement regarding the subject property's competitive position within the market. The extent of the reporting of data must be consistent with the reporting option utilized.

Exposure Time – An estimate of exposure time must be included for each market valuation scenario addressed in the appraisal and should be a logical extension of the analysis of market conditions.

Site Description – Describe the physical characteristics of the site (size, shape, topography, soil, and drainage conditions, frontage, access and exposure, street Improvements, and utility availability). Additionally, the site description must include an analysis of any special or unusual features or conditions and the effect on the utility or value of the site. The extent of the reporting of the site description must be consistent with the reporting option utilized.

When a site inspection reveals obvious potential environmental hazards, it is incumbent upon the Appraiser to adhere to the requirements of USPAP in disclosure requirements. Observations of obvious and significant evidence of potential Hazardous Materials waste (supplemented by photographs) must be included in the appraisal report.

Zoning Descriptions – The zoning description must address the subject property's conformity or nonconformity with current zoning and must include an analysis of land use issues that affect (positively or negatively) the subject property's legally permissible uses. Examples include pending zoning change, pending amendments to the Boulder Valley Comprehensive Plan, open space overlay, pending changes in local Agency sphere of influence boundaries, scenic/view corridor restrictions, and 14 CFR Part 77 *Safe, Efficient Use, and Preservation of the Navigable Airspace* restrictions (e.g., height limitations, setbacks, clear zones, etc.).

Taxes and Assessment Data – Taxes and assessment data must also include the amount of any outstanding special assessments.

Description of Improvements – Describe the exterior and interior physical characteristics of the structural Improvements (type, size, design or layout, structural components, construction materials, equipment, and mechanical systems) and the quality and condition of same (noting deferred maintenance, if any). Depending upon the type of Improvements and market standards for the subject property, size should be expressed in a gross, rentable, and usable area basis. Comment is required regarding the functional utility and any significant lack of utility relative to market standards requires expanded analysis. The description of site Improvements (e.g., parking area, landscaping, etc.) must include physical characteristics. The extent of reporting of the description of Improvements must be consistent with the reporting option utilized.



Remaining Economic Life – If using the cost approach in the valuation analysis, the description of the existing Improvements must include a statement as to remaining economic life of the subject Improvements.

Widely recognized and highly regarded national publications (e.g., Marshall Valuation Service) shall be used as the basis for determining the economic life of the subject Improvements.

Current Occupancy – Current occupancy must be reported together with current lease terms and conditions (as applicable).

Operating History – Income Properties – When applicable, a three year operating history must be reported and analyzed and prior rental income, expenses, and occupancy rates must be presented in reasonable detail.

Highest and Best Use – All appraisals of proposed development must include an analysis of the highest and best use of the land as if vacant and the highest and best use as proposed. For existing Improvements which are clearly representative of highest and best use, the analysis of the land (as if vacant) and the property (as improved) can be abbreviated. In cases of excess land or where existing Improvements are not representative of highest and best use, an expanded analysis is required. The extent of the reporting of the highest and best use analysis must be consistent with the reporting option utilized.

With additional regard to proposed developments, the cost approach should be utilized to test the financial feasibility of the proposed development. When cost exceeds value or when the indication of project profitability is below typical expectations for similar developments, an expanded highest and best use analysis is required.

Comparable Data Documentation – Comparable sales and rental data are to be detailed and documented as follows:

1. Self-Contained Appraisal Reports and Summary Appraisal Reports must contain the summary details of each item of market data utilized in the valuation analysis. This may be accomplished by the use of summary tables in the body of the appraisal report. Documentation as to verification and recording data must be retained in the appraisal file.
2. Restricted Appraisal Reports need not contain the details of each item of market data utilized in the valuation analysis. However, specific details, including documentation as to verification and recording data, must be retained in the Appraiser's files.

Rental data (for Airport land and/or Improvements) is to be derived from an analysis of comparable airports having similar properties.

Adjustment Grids (optional) – Adjustments to the comparable sales or rental data may be presented in a grid format and adjustments may be expressed on a qualitative and/or quantitative basis.

All adjustments contained in an adjustment grid must be adequately explained in the appraisal report.

When an adjustment grid is not utilized, the appraisal report must contain sufficient narrative to enable the reader to understand the comparative analysis.

Overall capitalization rates and discount rates must be supported by data and analysis.

For Self-Contained and Summary Appraisal Reports, the data and analysis must be summarized within the report. For Restricted Appraisal Reports, the data and analysis must be contained in the Appraiser's files.

Exhibits/Photographs – Required photographs and exhibits, as applicable, shall include:

1. Photographs of the subject property
2. Location map(s)



3. Airport Layout Plan
4. Site Plan/Plot Plan
5. Complete Legal Description (if not included in the body of the report).

A-7. Dispute Resolution

If a Lessee disagrees with the conclusion (Market Rent or market value) reached, the Lessee may, at Lessee's risk, cost, and expense, engage a second independent entity (aviation consultant or Appraiser) to conduct an independent Rent Study as set forth in Section 4.2 or appraisal as set forth in Appendix A-7. If the conclusions reflect a variance of 10% or less, the results shall be averaged to determine the conclusion.

If the variance exceeds 10% and an agreement cannot be reached between the City and the Lessee regarding the conclusion, the first and second independent entities shall mutually select a third independent entity who shall meet the qualifications set forth in Appendix A-6.

1. The third independent entity shall make a determination regarding the conclusion based on a review of the first and second Rent Studies (or appraisals).
2. If the first and second independent entities are unable to agree upon the third independent entity, the City shall appoint a third independent entity who shall meet the qualification stipulated in Appendix A-6 to make a determination regarding the Market Rent (or the market value).

The third independent entity may request a hearing at which the first and second independent entities shall provide additional information, documentation, and/or clarification regarding the conclusions as the third independent entity may require. The independent entity shall have the right to gather, analyze, and consider additional information, data, and documentation as the third independent entity deems relevant, reasonable, and appropriate.

The third independent entity shall make a final determination based on a review of the two conclusions and any additional information, documentation, and/or clarification provided by the first and second independent entities and/or gathered or analyzed by the third independent entity. The decision of the third independent entity regarding the conclusion shall be accepted by the City and Lessee and shall be legally binding.

All costs and expenses associated with the work of the third independent entity shall be paid equally by the City and the Lessee.

During any period when there is disagreement between the City and the Lessee regarding a rent adjustment, the Lessee shall be responsible for the payment of the adjusted rent as recommended by the independent entity first engaged by the City. Once the disagreement is resolved, any difference between the rent paid and the final determined rent shall be paid to the City or credited to the Lessee's account (as appropriate).



City of Boulder
3327 Airport Road
Boulder, Colorado 80301
(303) 441-3108

Commercial Operator Minimum Standards

Effective January 1, 2026

City of Boulder

Boulder Municipal Airport



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1. INTRODUCTION

1.1. Purpose

The purpose of these Commercial Operator Minimum Standards (Minimum Standards) is to encourage and promote: (a) the consistent provision of high quality Commercial General Aviation Aeronautical Activities (Activities) at the Boulder Municipal Airport (Airport); (b) the orderly development of General Aviation land and high quality General Aviation Improvements at the Airport; (c) the safety, security, and efficiency at the Airport, and (d) the economic health of Commercial General Aviation Operators at the Airport.

These Minimum Standards specify the standards and requirements which must be complied with by any entity desiring to engage in Activities at the Airport. Throughout these Minimum Standards, the words "standards" or "requirements" shall be understood to be modified by the word "minimum" except where explicitly stated otherwise. Any required determinations, interpretations, or judgments regarding what constitutes an acceptable standard or requirement, or regarding compliance with such standard or requirement, shall be made by the City.

1.2. PMCD General Provisions

These Minimum Standards incorporate, by reference, the Primary Management Compliance Documents (PMCDs) General Provisions set forth in Appendix A of the Rules and Regulations.

1.3. PMCD Definitions

These Minimum Standards incorporate by reference the defined words and acronyms identified in Appendix B – Definitions and Acronyms of the Rules and Regulations and are capitalized whenever used in these Minimum Standards. Words or acronyms that are not defined or identified shall be construed consistent with common meaning or as generally understood throughout the aviation industry.

1.4. Exclusive Rights

Granting rights or privileges to engage in Activities shall not be construed in any manner as affording any entity an Exclusive Right, other than the exclusive use of the land and/or Improvements that may be leased to an entity and then only to the extent provided in an Agreement in accordance with the Airport Sponsor Assurances (Assurances) given to the federal and/or state government by the City as a condition to receiving federal and/or state funds.

However, the City may elect to exercise its proprietary Exclusive Right, consistent with and as allowed by the Assurances, to provide certain Activities directly with the City's Employees, vehicles, Equipment, and resources.

The presence of only one Operator engaged in a particular Activity does not indicate that an Exclusive Right has been granted. It is the policy of the City not to enter into or promote an understanding, commitment, or express Agreement to exclude other reasonably qualified and experienced entities. Accordingly, those entities who desire to enter into an Agreement with the City should neither expect nor request that other entities be excluded who also desire to engage in the same or similar Activities and are willing to meet these Minimum Standards.

The opportunity to engage in Activities shall be made available to those entities willing and able to comply with these Minimum Standards and as land and Improvements may be available at the Airport to support such Activities provided such use is consistent with the current and planned uses of land and Improvements at the Airport and is in the best interests of the City and the public, as determined by the City in its sole discretion.



1.5. Pioneering Period

When specific Activities (e.g., product, service, or facility) are not currently being provided at the Airport, the City may enter into an Agreement under terms and conditions that may be less than those outlined in the Minimum Standards for a limited period of time (known as the pioneering period).

1.6. Applicability

Unless provided for herein or within an Agreement, no entity shall be allowed to engage in Activities at the Airport under conditions that do not comply with these Minimum Standards, unless an exemption or variance has been approved by the City consistent with Appendix A-17 of the Rules and Regulations.

New Operators and Agreements – These Minimum Standards shall apply to any new Operator desirous of engaging in Activities at the Airport and new Agreements (with new or existing Operator's) relating to the leasing and/or occupancy of land or Improvements for the purposes of engaging in Activities.

- Any entity currently engaging in Activities without an Agreement shall have six months from the date of adoption, to comply with these Minimum Standards.

Existing Operators and Agreements – These Minimum Standards shall not apply to any Agreement or amendment thereto properly executed prior to the date of adoption of these Minimum Standards except as provided for in such Agreement, in which case, these Minimum Standards shall apply to the extent permitted by such Agreement.

- If an existing Operator desires, under the terms of an existing Agreement, to engage in additional Activities, the existing Operator shall comply with these Minimum Standards.
- These Minimum Standards shall not be deemed to modify any existing Agreement under which an Operator is required to exceed these Minimum Standards nor prohibit the City from entering into or enforcing an Agreement or amendment thereto that requires an Operator to exceed these Minimum Standards.

1.7. Amendments

If these Minimum Standards are amended after an Operator enters into an Agreement, Operator shall not be required to comply with the amended Minimum Standards, except as provided for in Operator's Agreement or until:

- such time as Operator's existing Agreement is amended,
- the City approves an assignment of Operator's Agreement to another entity, or
- Operator enters into a new Agreement with the City.



2. GENERAL REQUIREMENTS

2.1. *Introduction*

Operator engaging in Activities at the Airport shall comply with or exceed the standards and requirements of this section as well as the minimum standards applicable to each Activity, as set forth in subsequent sections.

2.2. *Experience/Capability*

Operator shall, in the judgment of the City, demonstrate before and throughout the term of the Agreement the following:

- the capability of consistently providing the required Commercial General Aviation products, services, and facilities and engaging in the required Activities in a safe, secure, efficient, courteous, prompt, and professional manner in service to and to the benefit of the public with the degree of care and skill exercised by qualified and experienced operators providing similar products, services, and facilities at comparable airports, and
- the financial wherewithal and technical capability of paying all rents, fees, or other charges owed the City; developing and maintaining the required land and Improvements; procuring and maintaining the required vehicles, Equipment, and/or aircraft; employing required Employees; and engaging in the Activities.

2.3. *Agreement*

Entity shall not engage in Activities at the Airport without an Agreement authorizing such Activities. Agreement shall not reduce or limit Operator's obligations with respect to complying with these Minimum Standards.

2.4. *Payment of Rents, Fees, and Charges*

Operator shall pay the rents, fees, or other charges on time, as specified by the City for engaging in Activities. The City may, at its option, enforce the payment of any rent, fee, or other charge due and owing to the City by any legal means available to the City under any Agreement and as provided by Legal Requirements.

2.5. *Leased Premises*

Operator shall lease or Sublease Contiguous land and/or lease, Sublease, construct, or have immediate access to Improvements for the Activities as required in these Minimum Standards.

Specialized Aviation Service Operators (SASOs) are encouraged to be Sublessees of a Fixed Base Operator (FBOs); however, if suitable land or Improvements are not available or cannot be secured from an FBO, SASOs may (if available): (a) Sublease land or Improvements from another SASO or (b) lease land or Improvements from the City.

Approval – Construction of any Improvements must be approved in advance by the City, in accordance with the Development Standards.

Contiguous Land – All required Improvements including, but not limited to, Ramp, paved Tiedowns, facilities, and vehicle parking (but excluding fuel storage facilities) shall be located on Contiguous land.

Lessees shall have adequate Leased Premises to accommodate all Activities of Lessee and all approved Sublessees, as required in these Minimum Standards.



GENERAL REQUIREMENTS

Ramp/Paved Tiedowns – Ramp associated with hangars shall be no less than 125% of the square footage of the largest hangar of the Contiguous development for all new developments, and able to accommodate the movement of aircraft into and out of the hangar and the staging and parking of aircraft. Ramp (including paved Tiedowns) must be:

- contiguous and separated by no more than a Taxilane which allows entity to taxi or tow aircraft without traversing a Taxiway or public roadway;
 - of adequate size and weight bearing capacity to accommodate the movement, staging, and parking of the largest aircraft currently and/or anticipated to utilize the Operator's Leased Premises;
 - able to accommodate the Operator's aircraft fleet; and
 - located so as to provide unimpeded movement of aircraft in and out of other facilities and/or operating to and from Taxilanes or Taxiways.

If Operator utilizes a hangar for storing Operator's aircraft fleet and Operator does not handle or store customer aircraft, Tiedowns are not required.

Vehicle Parking – Paved vehicle parking shall be sufficient to accommodate all vehicles and Equipment currently utilizing the Operator's Leased Premises on a daily basis, as identified per the lease.

- Leased Premises that require public access shall have direct Landside access.
- For all new developments, paved vehicle parking shall be located in immediate proximity to Operator's primary facility

Hangars – Hangars identified throughout these Minimum Standards shall meet the following minimum door height and door width (in feet) requirements (for the type of aircraft being serviced), unless otherwise stipulated in these Minimum Standards.

	Door Height	Door Width
Piston	12'	45'
Turbine	16'	60'

Hangar door height and width may be less if the hangars are subdivided and configured to accommodate individual bays for storage of single-engine piston aircraft.

Self-Service Maintenance – The following minimum standards are for Operators engaged in Self-Service maintenance on aircraft owned, leased, and/or operated by (under the full and exclusive control of) Operator. If Operator provides Aircraft Maintenance on other aircraft, Operator shall comply with the minimum standards for an Aircraft Maintenance Operator (see Section 4 of these Minimum Standards).

Leased Premises (square feet)	Standard	Notes
Maintenance Support Area	360	Shall include dedicated space for employee work areas, shop areas, and storage for aircraft parts and Equipment.
Hangar	974	Shall be at least equal to the square footage stipulated or large enough to accommodate the largest aircraft maintained by the Operator, whichever is greater.



2.6. Airport Sponsor Assurances

To ensure City's compliance with the Assurances, Operator shall (1) provide products, services, and facilities on a reasonable, and not unjustly discriminatory, basis to all Airport users and (2) charge reasonable, and not unjustly discriminatory, prices for each product, service, or facility.

Operator may provide reasonable discounts, rebates, or other similar types of price reductions based on the type, kind, or class of Airport user or the volume purchased. In the event of a complaint and upon request, Operator shall submit a schedule of product, service, and facility pricing to the City within 14 calendar days. In addition to identifying the Operator's product, service, and facility pricing, the schedule shall identify any discounts, rebates, or other similar types of price reductions offered by Operator.

2.7. Licenses, Permits, Certifications, and Ratings

Prior to engaging in Activities at the Airport, Operator and Operator's employees shall obtain and comply with, at Operator's or employee's sole cost and expense, all necessary licenses, permits, certifications, and/or ratings required for the provision of Operator's Activities as required by the City or any other duly authorized Agency having jurisdiction prior to engaging in Activities at the Airport.

- Operator shall keep in effect and post in a prominent place, readily accessible and/or visible to the general public, copies of all licenses, permits, certifications, or ratings that are required to be posted.
- Upon request, Operator shall provide copies of such licenses, permits, certifications, or ratings to the City within 14 calendar days.

Entities engaged in Activities defined herein shall obtain a Commercial Operator Permit (Permit) as outlined in Section 14 of these Minimum Standards prior to engaging in Activities.

Entities not based at the Airport and conducting occasional Activities at the Airport including, but not limited to, aircraft charter, flight training, and aerial photography, are not required to obtain a Permit unless further required by these Minimum Standards.

2.8. Employees

Operator shall employ and designate a qualified, experienced, and professional on-site manager who shall be fully responsible for the day-to-day management of Operator's Activities, Employees, and Leased Premises.

- This designated person shall have at least three years recent and relevant experience managing similar Activities as determined by the City.
- If engaging in Fuel Handling, this designated person shall also have Fuel Handling training including but not limited to NATA's Safety 1st Certification and a working knowledge and understanding of NFPA 407 as may be amended.
- Operator shall give due consideration to notification from the City of dissatisfaction with the designated person's performance and shall take all reasonable action to eliminate the cause of such dissatisfaction which may include replacement of the on-site manager.

During Operator's hours of Activities, a qualified, experienced, and professional on-site supervisor(s) shall be Readily Available and authorized to represent and act on Operator's behalf with respect to Operator's Activities. It shall be the responsibility of Operator to maintain close supervision over Operator's employees to ensure high quality products, services, and facilities are consistently provided in a safe, secure, efficient, courteous, prompt, and professional manner.



Operator shall have in its employ, on duty, and be immediately available during hours of Activities, properly trained and qualified Employees in such numbers as are required to comply with these Minimum Standards and to meet the reasonable demands of customers for each of the Operator's Activities. Operator shall control the conduct, demeanor, and appearance of Operator's employees.

2.9. Aircraft, Equipment, and Vehicles

Aircraft, Equipment, and vehicles required in these Minimum Standards must be fully operational, in compliance with applicable Legal Requirements, and available at all times and capable of providing all required products and services in a manner consistent with the intended use. Aircraft, Equipment, and vehicles may be unavailable, from time to time, on a temporary basis, for a reasonable period of time, due to routine or emergency maintenance so long as:

- Appropriate measures are being taken to return the aircraft, Equipment, or vehicle to service as soon as possible and
- Fully operational back-up aircraft, Equipment, or vehicle is available within 24 consecutive business hours to provide the required product or service.
- If unable to meet these requirements, the Operator must identify a reasonable "back to service" date in agreement with Airport Management.

2.10. Hours

Operator's hours that products, services, and facilities are available and contact information for after-hours services shall be clearly posted in public view using appropriate and professional signage. Unless otherwise stated in these Minimum Standards or in an Agreement, Operator's Activities shall be continuously offered and available to meet reasonable demand of customers for a minimum of eight hours per day between the hours of 6:00 a.m. to 6:00 p.m. Monday through Friday excluding holidays.

Unless otherwise stated in these Minimum Standards or in an Agreement, Operator's Activities shall be available all other times (after-hours), on-call, with response time not to exceed one hour.

2.11. Security

Operator shall designate a responsible person for the coordination of all security procedures and communications and provide point-of-contact information to the City including the name of the primary and secondary contacts. One of the contacts shall be available (by telephone) on a 24-hour basis.

Operator shall develop and maintain a Security Plan for Operator's Leased Premises and Activities.

- Security Plan shall be submitted to the City for review no later than 30 calendar days before Operator is scheduled to commence Activities and it shall be resubmitted any time changes are made.
- Upon request, Operators that are required to comply with a Transportation Security Administration (TSA) security programs must demonstrate written compliance with all relevant and applicable TSA requirements to the City within 14 calendar days.

Operator must comply with applicable reporting requirements as established by the City, FAA, TSA, and any other Agencies.



2.12. Insurance

Operator shall procure, maintain, and pay all premiums throughout the term of Agreement for the insurance minimum coverages and limits required by Legal Requirements and set forth in Airport's *Minimum Insurance Requirements* for Operator's Activities.

- The insurance company(ies) underwriting the required policies shall be authorized to write such insurance in the State of Colorado (with a Best rating of A or above) or be approved in writing by the City.
- When coverages or limits set forth in the Airport's *Minimum Insurance Requirements* are not commercially available, appropriate replacement coverages or limits must be approved in writing by the City at least 30 calendar days before Operator is scheduled to commence Activities.
- The City reserves the right to require more or different types of insurance coverage based on entity's individual risks or exposures associated with Operator's Activities.

All insurance policies, which Operator is required to carry and keep in full force and effect, shall contain, or be endorsed to contain, the following provisions.

- "The City of Boulder, its elected and appointed officials, directors, officers, employees, agents, and volunteers are to be covered as additional insured with respect to: liability arising out of activities performed by or on behalf of entity; premises owned, leased, occupied, or used by entity; or vehicles, equipment, or aircraft owned, leased, hired, borrowed, or operated by entity. Such insurance shall provide primary coverage and shall not seek any contribution from any insurance or self-insurance carried by agent or the City."
- "Such insurance, as to the interest of the City only, shall not be invalidated by any act or neglect or breach of contract of Entity. Any failure to comply with reporting or other provisions of the policies, including any breach of warranty, shall not affect coverage provided to The City of Boulder, its elected and appointed officials, directors, officers, employees, agents, and volunteers. Entity's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the aggregate limits of the insurer's liability."
- "Coverage shall not be suspended, voided, or canceled by either party or reduced in coverage or in limits except after 30 calendar days prior written notice, 14 calendar days prior written notice for cancellation for non-payment of premium, by certified mail, return receipt requested, has been given to The City of Boulder."

Companies issuing required insurance policies shall have no recourse against the City for payment of premiums or assessments for any deductibles that are the sole responsibility and risk of the Operator. Certificates of insurance for the insurance coverages required by Legal Requirements and set forth in these Minimum Standards shall be delivered to the City upon execution of any Agreement, or when approval is given by the City to conduct Activities. Thereafter, Operator shall provide certificates of insurance to the City every 12 months. In addition, Operator shall furnish a certificate of insurance if any change (e.g., changing underwriters, coverages, or amounts) occurs.

2.13. Indemnification and Hold Harmless

Operator shall defend, indemnify, save, protect, and hold harmless the City of Boulder, its elected and appointed officials, directors, officers, employees, agents, and volunteers from and against (and reimburse the City for) any and all actual or alleged claims, demands, damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), fines, environmental costs, and/or



penalties (collectively referred to as costs) which may imposed upon, claimed against or incurred or suffered by the City and which, in whole or in part, directly or indirectly, arise from or are in any way connected with any of the following, except to the extent resulting from the City's negligence or willful misconduct:

(a) any act, omission, or negligence of Operator or Operator's partners, officers, directors, agents, employees, invitees, or contractors; (b) any use or occupation, management, or control of the Operator's Leased Premises, whether or not due to Operator's own act or omission; (c) any condition created in or about the Operator's Leased Premises after the effective date; and (d) any breach, violation, or nonperformance of the Operator's obligations under any Agreement.

In the event a party indemnified hereunder is responsible, in part, for the loss, the indemnitor shall not be relieved of the obligation to indemnify; however, in such a case, liability shall be shared in accordance with the State of Colorado's principles of comparative fault. In the event of an environmental law violation or an environmental contaminating accident or incident caused by Operator or Operator's employees, vendors, suppliers, contractors, or any other entity associated with Operator or in the event any of these entities violates any environmental law, the Operator shall accept total responsibility and defend, indemnify, save, protect, and hold harmless the City of Boulder, its elected and appointed officials, directors, officers, employees, agents and volunteers.

Nothing herein shall constitute a waiver of any protection available to the City of Boulder, its elected and appointed officials, directors, officers, employees, agents and volunteers under the Colorado Governmental Immunity Act, Colo. Rev. Stat. §§ 24-10-101 – 120 or any other applicable immunity.

2.14. Enforcement

In the event an entity fails to comply with these Minimum Standards, the City shall send a written statement of violation to such entity at its last known address. The entity shall have 10 calendar days within which to (a) provide a written statement to the City explaining why the violation occurred and to advise the City that the violation has been corrected or (b) when and how the violation will be corrected. The City, in its sole discretion, has the right to suspend the entity's Activities and/or revoke the entity's privileges at the Airport, as the City deems necessary in order to obtain a correction of the violation. In addition, any such violations shall be considered any time the entity submits an application, seeks permission, or requests approval from the City. The entity shall pay for any costs incurred by the City, including but not limited to, attorney fees, expert witness fees, court costs, and other legal costs, etc.

2.15. Taxes

Operator shall, at its sole cost and expense, pay all taxes, fees, and other charges, that may be levied, assessed, or charged by any duly authorized Agency, relating to the Operator's Activities conducted at the Airport.

2.16. Multiple Activities

When Operator engages in more than one Activity at the Airport, the minimum standards and requirements (including the insurance coverages and limits) for the combined Activities shall be established by the City. The minimum standards and requirements for the combined Activities shall not be:

- less than the highest standard or requirement for each element (e.g., land, facilities, employees, vehicles, Equipment, aircraft, etc.) within the combined Activities, or
- greater than the cumulative standards or requirements for all of the combined Activities.



2.17. Snow Removal on Commercial Operator Leasehold

All Commercial Operators are responsible for removing snow from on and around their customer's aircraft and vehicles. Commercial Operators must remove snow on their leasehold to include all areas used for their operations. Coordinate with Airport management for movement area snow removal.



3. FIXED BASE OPERATOR

3.1. Introduction

A **Fixed Base Operator (FBO)** is engaged, at a minimum, in each of the following Activities (which are defined further in Section 3.2 of these Minimum Standards):

Activities	Notes
Aviation fuels and lubricants	May only be provided by an FBO
Aircraft ground handling services	May only be provided by an FBO.
Passenger and crew services	May only be provided by an FBO.
Aircraft parking and storage	
Aircraft maintenance	FBO can meet this requirement by arrangement (and through agreement – a copy of which must be provided to the City) with an authorized Operator who meets the minimum standards for Aircraft Maintenance Operator and operates at the Airport.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards, FBO shall comply with the following minimum standards set forth in this Section.

3.2. Scope of Activities

Unless otherwise stated in these Minimum Standards, all required products and services shall be provided by FBO's Employees using the FBO's aircraft, vehicles, Equipment, and resources.

Aviation Fuels – FBO shall sell, deliver, and/or dispense, upon request, the following aviation fuels and lubricants into all General Aviation, government, and military aircraft using the Airport.

Aviation Fuels and Lubricants	Notes
Jet fuel	Shall comply with the quality specifications outlined in ASTM D 1655 (Jet fuel)
Avgas	Shall comply with the quality specifications outlined in ASTM D 1910 (Avgas)
Lubricants	Including engine oils, hydraulic fluids, etc.
Response time	Fifteen (15) minutes from time of customers' request during required hours, except in circumstances or situations beyond the control of the FBO

Aircraft Ground Handling Services – FBO shall provide, upon request, the following aircraft ground handling services for General Aviation, government, and military aircraft using the Airport:

Aircraft Ground Handling Services	Notes
Marshalling	For all arriving aircraft utilizing the FBO Terminal Building
Towing	
Oxygen	To be provided in compliance with Section 3.2 Aircraft Maintenance
Compressed air	
Potable water	
Ground power	(Direct Current DC)
Assistance to disabled aircraft	To be provided in compliance with Section 3.11

Passenger and Crew Services – FBO shall provide, upon request, the following passenger and crew services for General Aviation, government, and military aircraft using the Airport:



Passenger and Crew Services	Notes
Concierge services	Ground transportation (limousine, shuttle, rental car, taxi, etc.), accommodations, and catering arrangements
Cabin services	Includes ice, coffee, newspapers, cabin supplies, etc.
Baggage handling	To and from vehicles and aircraft

Aircraft Parking and Storage – FBO shall develop, own, and/or lease aircraft parking and storage facilities, consistent with the requirements stipulated in Section 3.3 of these Minimum Standards, for the purpose of subleasing to Based Aircraft and overnight parking and storage of Transient Aircraft.

Aircraft Maintenance – FBO shall provide, upon request, Aircraft Maintenance in accordance with Section 4 of these Minimum Standards for the following General Aviation aircraft:

Type of Aircraft Maintenance	Notes
General Aviation (Fixed Wing) Piston and Turboprop	FBO shall provide Aircraft maintenance for all piston and turboprop. FBO shall be able to provide wheel, brake, and battery service.

3.3. *Leasing and Use of Premises*

FBO shall have adequate land and Improvements to accommodate all FBO Activities and all approved Sublessees Activities, but not less than the following:

Land and Improvements	Standard	Notes
Land (owned or leased Ramp)	43,560	Includes owned, leased, or utilized Ramp
Terminal Building (total)	2,000	Wi-Fi to be available throughout the facility
Customer area	1,000	Shall include lobby, customer lounge, conference room, crew lounge and sleep/quiet room, kitchen/vending, and restrooms
Line/customer service area	500	Shall include adequate space for line/customer service work areas and storage
Sublease office area	500	Shall be available to accommodate offices, work areas, and storage for Sublessees
Aircraft Maintenance (total)	6,000	Aircraft Maintenance customers shall have immediate access to FBO's customer lounge and restrooms.
Customer area	250	Only if immediate access is not available, customer area to include customer lounge and restrooms
Maintenance area	750	Shall include adequate space for employee work areas, shop areas, and storage for aircraft parts and equipment
Maintenance hangar	5,000	Clear span (on a standalone basis or within another structure) and completely enclosed
Maintenance hangar door	16'/60'	Height/width
Ramp	25,000	Ramp, which can be owned, leased, or utilized by the FBO, shall be located immediately adjacent to the FBO Terminal Building
Paved Tiedowns (number)	10	Adequate to accommodate the number, type, and size of General Aviation Based Aircraft and Transient Aircraft requiring Tiedown space on the Leased Premises

**3.4. Fuel Storage Facility**

FBO shall own or lease an above ground fuel storage facility, in a location on the Airport approved by the City, with a total storage capacity not less than the following:

Fuel Storage Facility	Standard	Notes
Jet fuel (gallons)	10,000	Or 3 days peak supply (excluding special events), whichever is greater
Number of tanks / Size of each tank	1 / 10,000	FBO shall be capable of expanding fuel storage facility capacity within a reasonable period of time to meet demand
Avgas (gallons)	10,000	
Number of tanks / Size of each tank	1 / 10,000	FBO shall be capable of expanding fuel storage facility capacity within a reasonable period of time to meet demand
Waste fuel		FBO shall have adequate and proper storage for waste fuel

FBO shall demonstrate that satisfactory arrangements have been made with a reputable fuel supplier for the delivery of fuels in the quantities necessary to meet the requirements set forth herein or the reasonable peak demands of customers, whichever is greater. FBO shall provide the City with a written Spill Prevention, Control, and Countermeasures (SPCC) Plan that meets Legal Requirements for FBO's fuel storage facilities and Activities. An updated copy of the SPCC Plan shall be filed with the City at least 30 calendar days prior to any scheduled changes in operations. Ensuring the quality of the fuel is the sole responsibility of FBO.

3.5. Fueling Reports

On or before the 10th calendar day of the subsequent month, FBO shall: (a) provide a summary report to the City identifying the number of gallons of aviation fuel by fuel type: (i) purchased by FBO, (ii) delivered to FBO's fuel storage facility, and (iii) dispensed by FBO at the Airport to FBO and customer aircraft and (b) pay the associated fees due to the City.

Upon request, records and meters shall be made available for review by the City or its designated representative. In the case of a discrepancy between the amount of aviation fuel purchased, delivered, or dispensed, the greater amount shall prevail and the FBO shall promptly pay all additional fees due and owing the City, plus interest on the unpaid balance at an annual rate of 10% from the date originally due.

3.6. Fueling Equipment

FBO shall have the following fueling Equipment and associated capacities:

Fueling Equipment	Standard	Notes
Jet fuel		Equipped with metering devices that meet applicable Legal Requirements and bottom loading capabilities
Refueling Vehicle (number / gallon capacity)	1 / 1,000	One Refueling Vehicle shall have over-the-wing and single point aircraft servicing capability
Avgas		Equipped with metering devices that meet applicable Legal Requirements and bottom loading capabilities
Refueling Vehicle (number / gallon capacity)	1 / 750	



FIXED BASE OPERATOR

Fueling Equipment	Standard	Notes
Fixed self-serve fueling system	Required	Shall: (a) be constructed or installed in a location approved by the City, (b) be available for public Commercial use, and (c) have detailed and accessible instructions for the proper and safe operation and a fully operational and accessible telephone, emergency shut-off, properly rated fire extinguisher, and fuel spill kit.

3.7. Equipment

FBO shall have the following aircraft ground handling services Equipment:

Aircraft Ground Handling Services	Standard	Notes
Marshalling wands	As required	
Equipment for securing aircraft on the Ramp	Yes	Including ropes, chains, and/or other types of aircraft restraining devices and wheel chocks which are required to safely secure aircraft as described in AC 20-35 series
Towing vehicle(s)	2	With tow bars /heads having a rated draw bar capacity sufficient to meet the towing requirements of the heaviest General Aviation aircraft normally frequenting the Airport
Oxygen cart	1	To be provided in compliance with Section 3.2 (Aircraft Maintenance)
Compressed air tank	1	
Ground power (Direct Current)	1	
Spill kits	As required	Includes necessary materials to contain and restrict a fuel spill and other Hazardous Materials from flowing into drains and other areas, in compliance with the FBO's SPCC Plan.
Dry chemical fire extinguisher units	As required	Approved and regularly inspected units shall be maintained within hangars, on Ramp areas, at fuel storage facilities, and on Equipment and Refueling Vehicles.

3.8. Hours

FBO Activities (except for Aircraft Maintenance) shall be continuously offered and available to meet reasonable demands of customers for these Activities, but not less than the following:

Hours	Standard	Notes
Hours (per day) / Days (per week)	0800-1700 / 7	After-hours response time of 1 hour (including holidays)

FBO's Aircraft Maintenance shall be open and services shall be continuously offered and available to meet reasonable demands of the public for this Activity as outlined in Section 2.10 of these Minimum Standards.

3.9. Employees

Employees, while on duty, shall be clean, neat in appearance, and always properly uniformed. Uniforms shall identify the name of the FBO. Management and administrative employees shall not be required to be uniformed but shall wear City approved identification.

FBO shall have the following properly trained and qualified Employees (on each shift) to provide aircraft fueling, aircraft ground handling services, and passenger and crew services, as follows:



FIXED BASE OPERATOR

FBO Employees	Standard	Notes
Line service technicians (LSTs)	2	At least one supervisory LST must be trained in an FAA approved fire safety program (14 CFR Part 139.321 sections (b)(1)(2)(3)(4)(5) and (7))
1 ST and 2 nd Shift	2	
3 rd Shift	1	On-Call
Customer Service Representatives (CSRs)	1	An LST may fulfill CSR responsibilities unless the LST is performing duties off the Leased Premises.

FBO (or authorized Aircraft Maintenance Operator) shall comply with the Aircraft Maintenance Employee requirements identified in Section 4.

3.10. Standard Operating Procedures

FBO shall develop and maintain standard operating procedures (SOP) that shall include, at a minimum, a training plan, fuel quality assurance procedures and associated record keeping, emergency response procedures to fuel spills and fires, and aircraft ground handling procedures.

FBO's SOP shall also address: (a) regular safety and security inspections, (b) bonding and fire protection, (c) public protection, and (d) marking and labeling of (and controlling access to) Refueling Vehicles, fueling Equipment, and fuel storage facilities.

FBO's SOP shall be submitted to the City no later than 30 calendar days before the FBO's Activities are scheduled to commence and shall be resubmitted any time changes are made.

Fuel storage facilities and Refueling Vehicles shall be equipped and maintained to FBO's SOP and shall comply with applicable Legal Requirements and industry best practices including, without limitation, those prescribed by:

- National Fire Protection Association (NFPA) Codes;
- 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials" sections (b)(1)(2)(3)(4)(5) and (7); and
- Applicable Advisory Circulars (ACs) including AC 00-34 series *Aircraft Ground Handling and Servicing*, AC 150/5210 series *Painting, Marking and Lighting of Vehicles Used on an Airport*, and AC 150/5230 series *Aircraft Fuel Storage, Handling, and Dispensing on Airports*.

3.11. Aircraft Removal

Recognizing that aircraft removal is the responsibility of the Aircraft Owner or Aircraft Operator, FBO shall be prepared to lend assistance within 30 minutes from the time a request is made by the City, the Aircraft Owner, or Aircraft Operator in order to maintain the operational readiness of the Airport. FBO shall prepare an aircraft removal plan that includes the means for obtaining the necessary Equipment to remove up to and including the following General Aviation aircraft: Aircraft Design Group II.



4. AIRCRAFT MAINTENANCE OPERATOR (SASO)

4.1. Introduction

An **Aircraft Maintenance Operator** is engaged in providing Aircraft Maintenance for aircraft other than those owned, leased, and/or operated by (under the full and exclusive control of) Operator.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards, Operator shall comply with the following minimum standards set forth in this Section.

4.2. Leased Premises

Operator shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessees Activities, but not less than the following based on the type of aircraft, which are not cumulative.

Leased Premises (square feet)	Piston	Turbine
Land (Lessee only)	12,500	13,600
Ramp	10,000	10,000
Customer, Administrative, and Maintenance area	Administrative area shall include dedicated space for employee offices, work areas, and storage. Maintenance area shall include dedicated space for employee work areas, shop areas, and storage for aircraft parts, accessories, related components, and Equipment.	
As a Lessee / Sublessee	1,000 / 500	
Customer area	Customer area is a subset of the Customer, Administrative, and Maintenance area and shall include space for lounge and restrooms.	
As a Lessee	500	
As a Sublessee	Must have immediate access to a customer lounge and restrooms	
Hangar	Shall be at least equal to the following square footage for the type of service (as identified above) or large enough to accommodate the largest General Aviation aircraft being serviced, whichever is greater.	
As a Lessee or Sublessee	2,500	3,600

4.3. Employees

Operator shall, at a minimum, employ the following number of Employees who shall be available during the required hours of activity as follows:

Employees	Standard	Notes
A & P Mechanics	1	An A & P Mechanic may fulfill the responsibilities of the customer service representatives unless the A & P Mechanic is performing duties off the Leased Premises.
Customer Service Representatives	1	

If Operator is not certificated as a Repair Station and is providing annual or phase inspections, one A & P Mechanic shall have Inspection Authorization.

4.4. Equipment

Operator shall have necessary Equipment for the performance of services being provided in accordance with the manufacturer's specifications.



4.5. Defueling

Operator may only defuel customer's aircraft if necessary, for Aircraft Maintenance purposes. Employees engaged in defueling and refueling shall be trained in an FAA approved fire safety program per 14 CFR Part 139.321. Additionally, Operator may refuel the defueled aircraft following provision of required Aircraft Maintenance. Defueling and refueling shall not be construed to permit Operator to engage in the sale or dispensing of fuels as this Activity is specifically reserved for an FBO (see Section 3 of these Minimum Standards).

Operator conducting defueling and refueling of aircraft shall have adequate and proper fuel storage, provide the City with an SPCC Plan for defueling, refueling, and fuel storage, and conform with Sections 3.5 and 3.10 of these Minimum Standards.



AVIONICS OR INSTRUMENT MAINTENANCE OPERATOR (SASO)

5. AVIONICS OR INSTRUMENT MAINTENANCE OPERATOR (SASO)

5.1. Introduction

An **Avionics or Instrument Maintenance Operator** is engaged in the maintenance or alteration of one or more of the items described in 14 CFR Part 43 – Appendix A (i.e., aircraft radios, electrical systems, or instruments) for aircraft other than those owned, leased, and/or operated by (under the full and exclusive control of) Operator.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards, Operator shall comply with the following minimum standards set forth in this Section.

5.2. Leased Premises

Operator shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessees Activities, but not less than the following based on the type of aircraft, which are not cumulative.

For Operators performing benchwork only (i.e., no removal or replacement services are being performed), the minimum Leased Premises requirements, which are not cumulative, are as follows.

Leased premises (square feet)	Standard	Notes
Land (Lessee only)	6,000	
Customer, Administrative, and Maintenance area (Lessee / Sublessee)	1,000 / 500	Administrative area shall include dedicated space for employee offices, work areas, and storage. Maintenance area shall include dedicated space for employee work areas, shop areas, storage for aircraft parts and related components, and Equipment.
Customer area		Customer area is a subset of the Customer, Administrative, and Maintenance area
<i>Lessee</i>	500	Shall include space for lounge and restrooms
<i>Sublessee</i>	Must have immediate access to a customer lounge and restrooms	

For Operators performing services beyond benchwork (i.e., removal and replacement services are being performed), the minimum facility requirements are as follows.

Leased Premises (square feet)	Piston	Turbine
Land (Lessee only)	5,625	8,100
Ramp	3,125	4,500
Customer, Administrative, and Maintenance area	Administrative area shall include dedicated space for employee offices, work areas, and storage. Maintenance area shall include dedicated space for employee work areas, shop areas, and storage for aircraft parts, accessories, related components, and Equipment.	
<i>As a Lessee / Sublessee</i>	1,000 / 500	
Customer area	Customer area is a subset of the Customer, Administrative, and Maintenance area and shall include space for lounge and restrooms.	
<i>As a Lessee</i>	250	
<i>As a Sublessee</i>	Must have immediate access to a customer lounge and restrooms	
Hangar	Shall be at least equal to the following square footage for the type of service (as identified above) or large enough to accommodate the largest General Aviation aircraft being serviced, whichever is greater.	
<i>As a Lessee or Sublessee</i>	2,500	3,600



5.3. *Licenses and Certifications*

Operator shall be properly certificated by the FAA as a Repair Station. Employees shall be properly certificated by the FAA and the Federal Communications Commission, current, and hold the appropriate ratings for the work being performed.

5.4. *Employees*

Operator shall employ the number of Employees as required by the FAA-approved Repair Station Manual (in accordance with 14 CFR Part 145).

5.5. *Equipment*

Operator shall have necessary Equipment for the performance of services being provided in accordance with the manufacturer's specifications and the FAA-approved Repair Station Manual (in accordance with 14 CFR Part 145).



6. AIRCRAFT RENTAL OR FLIGHT TRAINING OPERATOR (SASO)

6.1. Introduction

An **Aircraft Rental Operator** is engaged in the rental of aircraft to the public and a **Flight Training Operator** is engaged in providing flight instruction to the public. These Minimum Standards apply to Operator's that lease or Sublease land or Improvements on the Airport.

A person holding a current FAA Flight Instructor certificate who provides occasional flight training to an Aircraft Owner in the Aircraft Owner's aircraft and is not compensated by the Aircraft Owner or any other party and does not make flight training available to the public, shall not be deemed a Commercial Activity.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards, Operator shall comply with the following minimum standards set forth in this Section.

6.2. Leased Premises

Operator shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessees Activities, but not less than the following based on the type of aircraft, which are not cumulative.

Leased Premises (square feet)	Standard	Notes
Land (Lessee only)	6,000	
Tiedowns	2	
Customer area		
Lessee	500	Shall include adequate space for customer lounge, class/training rooms, and restrooms.
Sublessee	250	Shall include adequate space for class/training rooms and immediate access to customer lounge and restrooms.

6.3. Licenses and Certifications

Employees performing aircraft proficiency checks and/or flight training shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certifications for the aircraft being utilized and/or flight training being provided.

Flight Training Operators shall have available a properly certificated ground school instructor capable of providing on-demand ground school instruction sufficient to enable students to pass the FAA written examinations for commercial pilot and instrument rating.

6.4. Employees

At a minimum, Operator shall employ the following number of Employees who shall be available during required hours of activities.

Employees	Standard	Notes
Customer Service Representatives (CSR)	1	A Flight Instructor may fulfill the responsibilities of the CSR unless the Flight Instructor is performing duties off the Leased Premises.
Flight Training Operators only		
Flight Instructors	1	



AIRCRAFT RENTAL OR FLIGHT TRAINING OPERATOR (SASO)

Employees	Standard	Notes
Certificated ground school instructors	1	Capable of providing on-demand ground school instruction sufficient to enable students to pass the FAA written examinations for commercial pilot and instrument rating. May be fulfilled by a properly certified Flight Instructor.

6.5. *Equipment*

Operator shall have the following number of aircraft available for rental or flight training, as applicable. All aircraft shall be owned, leased, and/or operated by (under the full and exclusive control of) Operator.

Equipment	Standard	Notes
Fixed wing: single-engine	2	One aircraft must be IFR capable and four-place except for Operators solely focused on sport aircraft.

Flight Training Operators shall provide training aids necessary to provide ground school instruction.

6.6. *Hours*

Operator shall be open, and services shall be available to meet reasonable demands of customers for these Activities, but not less than the following hours:

Hours	Standard	Notes
Hours (per day) / Days (per week)	8 / 6	Holiday hours not required, After-hours by prior arrangement.

6.7. *Insurance Disclosure Requirement*

Operator conducting aircraft rental or flight training shall post a notice (and incorporate within its rental and instruction agreements) that: (a) identifies the insurance coverages provided to the renter or student by Operator, (b) discusses when and how the insurance coverages apply, (c) indicates where additional information can be obtained, and (d) advises the renter or student that additional insurance coverage is available (i.e., that the renter or student can purchase an individual non-ownership liability policy). Operator shall provide a copy of such notice to the City.

**7. AIRCRAFT STORAGE OPERATOR (SASO)****7.1. Introduction**

Aircraft Storage Operator owns (or leases) an aircraft storage facility and/or associated office or shop space and sells (or Subleases) such space to entities engaging in Commercial or Non-Commercial Aeronautical Activities.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards, Operator shall comply with the following minimum standards set forth in this Section.

7.2. Leased Premises

Operator shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessees Activities, but not less than the following based on the type of aircraft, which are not cumulative.

Leased Premises (square feet)	Piston	Turbine
Land (Lessee only)	10,000	10,000
Note	Cumulative amount of hangar located on Land limited to the following types of hangar structures: (a) single structures of not less than 2,500 square feet completely enclosed or (b) single structures of not less than 6,000 square feet subdivided and configured (although each unit shall not be less than 1,000 square feet) to accommodate individual bays for storage of aircraft designed in accordance to the requirements in Section 2.5. for Single-Engine Piston aircraft.	

7.3. Hours

Operator shall ensure the facilities are open and available for use (and readily accessible) during the following hours:

Hours	Standard	Notes
Hours (per day) / Days (per week)	24 / 7	Including holidays



8. SAILPLANE OPERATOR (SASO)

8.1. Introduction

A **Sailplane Operator** is engaged in the rental (including sight-seeing), towing, flight training, and/or storage of sailplanes.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards, Operator shall comply with the following minimum standards set forth in this Section.

8.2. Leased Premises

Operator shall have adequate land and Improvements to accommodate all Activities of Operator, but not less than the following:

Leased Premises (square feet)	Standard	Notes
Land (Lessee Only)	6,000	
Customer area	250	Shall include dedicated space for customer lounge, class/training rooms, and restrooms.

8.3. Licenses and Certifications

Employees performing sailplane proficiency checks, flight training, or sightseeing flights (flights which begin and end at the Airport and are conducted within a 25-statute mile radius of the Airport) shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certifications for the sailplane being utilized and/or flight training or sightseeing flight being provided.

Operators shall have available a properly certificated ground school instructor capable of providing on-demand ground school instruction sufficient to enable students to pass the FAA written examinations for glider rating.

8.4. Employees

At a minimum, Operator shall employ the following number of Employees who shall be available during required hours of activities.

Employees	Standard	Notes
Customer Service Representative(s)	1	An employee may fulfill the responsibilities of the customer service representative unless the employee is performing duties off the Leased Premises.
Flight Instructor(s)	1	May be fulfilled through agreement with Independent Flight Training Operator
Certificated ground school instructor(s)	1	Capable of providing on-demand ground school instruction sufficient to enable students to pass applicable FAA written examination. May be fulfilled by a properly certified Flight Instructor.

8.5. Equipment

Operator shall have the following number of sailplane and aircraft available, as applicable. All sailplane and aircraft shall be owned or leased by Operator (and operated under the full and exclusive control of Operator).



SAILPLANE OPERATOR (SASO)

Equipment	Standard	Notes
Rental/flight training sailplane		
Sailplane	2	
Tow aircraft		
Single Engine	1	

Operator shall provide training aids necessary to provide ground school instruction.

8.6. Hours

Operator shall be open, and services shall be available during the approved season to meet reasonable demands of customers for these Activities, but not less than the following:

Hours	Standard	Notes
Hours (per day) / Days (per week)	8 / 6	Holiday hours not required

8.7. Standard Operating Procedures

Operator shall develop and maintain standard operating procedures (SOP). Operator's SOP shall include, at a minimum, operational protocols and safety measures to be followed by Operator and members of the general public.

Operator's SOP shall be submitted to the City no later than 30 calendar days before the Activities are scheduled to commence and shall be resubmitted any time changes are made.

8.8. Insurance Disclosure Requirement

Operator conducting sailplane rental or flight training shall post a notice (and incorporate within its rental and instruction agreements) that: (a) identifies the insurance coverages provided to the renter or student by Operator, (b) discusses when and how the insurance coverages apply, (c) indicates where additional information can be obtained, and (d) advises the renter or student that additional insurance coverage is available (i.e., that the renter or student can purchase an individual non-ownership liability policy). Operator shall provide a copy of such notice to the City.



INDEPENDENT AIRCRAFT MAINTENANCE OPERATOR (SASO)

9. INDEPENDENT AIRCRAFT MAINTENANCE OPERATOR (SASO)

9.1. *Introduction*

Independent Aircraft Maintenance Operator – Operator engaged in providing limited Aircraft Maintenance for airframe and powerplant on the Airport for aircraft other than those owned, leased, and/or operated by (under the full and exclusive control of) Operator, but does not lease or sublease land or Improvements at the Airport.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards (excluding Section 2.5 and Section 2.10), Operator shall comply with the following minimum standards set forth in this Section.

9.2. *Limitations*

As determined by the City in its sole discretion, if an Aircraft Maintenance Operator is fully meeting the demand for Aircraft Maintenance, Independent Maintenance Operators may be prohibited at the Airport.

An Independent Maintenance Operator shall only provide Aircraft Maintenance to Based Aircraft and shall not solicit Transient Aircraft for any reason. However, at the request of an FBO or Aircraft Maintenance Operator, an Independent Aircraft Maintenance Operator may provide Aircraft Maintenance to Transient Aircraft from the FBO's or Aircraft Maintenance Operator's Leased Premises.

9.3. *Location*

Independent Maintenance Operator shall only provide maintenance from an Aircraft Maintenance Operator facility or in locations designated and approved in writing by the City. These locations (including any Improvements) must meet applicable Legal Requirements for the type of Aircraft Maintenance being provided.

9.4. *Licenses and Certifications*

Independent Maintenance Operator shall be properly certificated by the FAA, current, and hold the appropriate ratings for the work being performed. Independent Maintenance Operator shall have a General Aviation Operator Permit, as required in Section 14.



10. INDEPENDENT FLIGHT TRAINING OPERATOR (SASO)

10.1. Introduction

An **Independent Flight Training Operator** is an individual providing flight training to the general public originating from the Airport, but does not lease or sublease land or Improvements at the Airport.

A person holding a current FAA Flight Instructor certificate, who provides occasional Flight Training to an Aircraft Owner in the Owner's aircraft and is not compensated by the Aircraft Owner or any other party and does not make flight training available to the public, shall not be deemed a Commercial Activity.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards (excluding Section 2.5 and Section 2.10), Operator shall comply with the following minimum standards set forth in this Section.

10.2. Limitations

As determined by the City in its sole discretion, if a Flight Training Operator is fully meeting the demand for flight training, Independent Flight Training Operators may be prohibited at the Airport.

10.3. Location

Independent Flight Training Operator shall only provide ground school instruction from an Aircraft Rental or Flight Training Operator's facility or in locations designated and approved in writing by the City.

10.4. Licenses and Certifications

Independent Flight Training Operator shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certifications for the aircraft being utilized and/or flight training being provided.

Independent Flight Training Operator shall have available a properly certified ground school instructor capable of providing on-demand ground school instruction sufficient to enable students to pass the FAA written examinations for commercial pilot and instrument rating.

Independent Flight Training Operator shall provide, at a minimum, adequate training aids necessary to provide proper and effective ground school instruction.

10.5. Insurance Disclosure Requirement

Operator conducting flight training shall provide notice to students (and incorporate within instruction agreements) that: (a) identifies the insurance coverages provided to the student by Operator, (b) discusses when and how the insurance coverages apply, (c) indicates where additional information can be obtained, and (d) advises the student that additional insurance coverage is available (i.e., that the student can purchase an individual non-ownership liability policy). Operator shall provide a copy of such notice to the City.

**11. COMMERCIAL SKYDIVING OPERATOR (SASO)****11.1. Introduction**

A **Commercial Skydiving Operator** is engaged in providing Skydive/Parachute Jumping training and services to the general public from their facility which may include leased or Subleased land or Improvements at the Airport.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards, Operator shall comply with the following minimum standards set forth in this Section.

Operator shall provide the City with three-weeks advance notice of its intention to start or discontinue Skydive/Parachute Jumping operations. However, if said start-up or discontinuation is not permitted or authorized under the Agreement, Operator is required to obtain an amendment to the Agreement prior to the initiation or discontinuance of said use.

11.2. Leased Premises

Operator shall have adequate land and Improvements to accommodate all Activities of Operator, but not less than the following based on the type of aircraft, which are not cumulative.

Leased Premises (square feet)	Standard	Notes
Land (Lessee only)	6,000	
Customer area		
Lessee	500	Shall include adequate space for customer lounge and restrooms
Sublessee	Immediate access	Shall include customer lounge and restrooms
Customer service area	250	Shall include adequate and dedicated space for customer service work areas and storage.

11.3. Licenses and Certifications

Employees performing Skydiving training shall be properly certificated by United States Parachute Association and hold the appropriate ratings and medical certifications for Skydiving training being provided.

Operators shall have available a properly certificated ground school instructor capable of providing on-demand ground school instruction.

Operator shall ensure all Participants have all necessary licenses and certificates and have met all FAA and USPA requirements.

11.4. Employees

At a minimum, Operator shall employ the following number of Employees who shall be available during required hours of activities.

Employees	Standard	Notes
Skydiving Instructor(s)	2	
Certificated ground school instructor(s)	1	Capable of providing ground school instruction sufficient to meet student demand



COMMERCIAL SKYDIVING OPERATOR (SASO)

Employees	Standard	Notes
Customer Service Representatives (CSR)	1	An instructor may fulfill the responsibilities of the customer service representative unless the Skydiving instructor is performing duties off the Leased Premises.

11.5. Equipment

The Operator must own, lease, or otherwise have sufficient access to equipment, including aircraft, to conduct Commercial Skydiving without causing any significant flight delays or other operational impacts at the Airport. Operator shall have the following number of aircraft available for Commercial Skydiving, as applicable. All aircraft shall be owned or leased by Operator (and operated under the full and exclusive control of Operator).

Equipment	Standard	Notes
Operator aircraft		
Fixed wing: single-engine	1	Aircraft must be at least four place.

11.6. Hours

Operator shall be open, and services shall be available to meet reasonable demands of customers for these Activities, but not less than the following:

Hours	Standard	Notes
Hours (per day) / Days (per week)	8 / 5	Holiday hours not required, After-hours by prior arrangement.

11.7. Drop Zone Requirements

Operator shall adhere to the following provisions related to the use of the Drop Zone at the Airport:

- Skydive/Parachute landings shall only occur at a City approved and designated Drop Zone.
- Each Operator must enter into a separate Agreement with the City for the area on the Airport to be used as a Drop Zone.
- The Drop Zone shall be used exclusively for such space to entities engaging in such purpose and shall not be subleased at any time when Commercial Skydiving is authorized to occur.
- Pursuant to the USPA's Basic Safety Requirements, Drop Zones must be unobstructed and conform with DOT/FAA/AR-11/30 Development of Criteria for Parachute Landing Areas on Airports.
- The Operator must install sufficient signage, and ground markings around the Drop Zone to prevent runway incursions or incursions into any OFA, OFZ, or RSA.
- The Drop Zone shall be maintained to facilitate safe landings by Participants.
- The Drop Zone must be sufficiently lighted to facilitate safe landing by Participants in all weather and at all times of day when it is safe to conduct Commercial Skydiving.



12. OTHER COMMERCIAL AERONAUTICAL ACTIVITIES (SASO)

12.1. *Introduction*

This Section pertains to SASOs engaged in one or more of the following Activities.

Limited Aircraft Services and Support is defined as limited aircraft, engine, or accessory services and support (e.g., cleaning, Aircraft sales, washing, waxing, painting, upholstery, propeller repair, etc.).

Experimental Aircraft Services and Support is defined as construction assistance to owners of experimental and/or amateur-built Aircraft (as defined in 14 CFR Section 21.191).

Miscellaneous Commercial Services and Support is defined as ground instruction, simulator training, scheduling and dispatching, or any other related Commercial services and support Activities.

Other Air Transportation Services for Hire is defined as non-stop sightseeing flights (flights which begin and end at the Airport and are conducted within a 25-statute mile radius of the Airport); flights for aerial photography or survey, firefighting, and power line, underground cable, or pipe line patrol; helicopter operations relating to construction or repair work; or, other related air transportation services for hire.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards, Operator shall comply with the following minimum standards set forth in this Section.

12.2. *Leased Premises*

Operator shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessees Activities as approved to by the City.

12.3. *Employees*

Operator shall provide a sufficient number of Employees to carry out Activity in a safe, secure, efficient, prompt, courteous, and professional manner while also meeting the reasonable demands of customers for the Activities as approved by the City.

12.4. *Equipment*

Operator shall have (based at the Airport), either owned or under written lease to (and under the full and exclusive control of) Operator, sufficient vehicles, Equipment, and, if appropriate, one certified and continuously airworthy aircraft as approved to by the City.

Operator shall have sufficient materials and/or supplies available to support the Activities.

12.5. *Hours*

Operator shall be open, and services shall be available, during the hours maintained by qualified and experienced entities engaging in similar Activities at comparable airports as approved to by the City. Operator shall be available to meet the reasonable demands of customers for the Activities.



13. TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR (SASO)

13.1. Introduction

The City recognizes that Aircraft Owners or Aircraft Operators may, from time to time, have specialized aviation service requirements (i.e., Aircraft Maintenance, flight training, etc.). When specialized aviation service is required, but is not available at the Airport through existing Operators due to the specialized nature of the aviation service requirements and/or existing Operators are unable to provide the services required within a reasonable timeframe, the City may allow an Aircraft Owner or Aircraft Operator to solicit and utilize the services of a qualified and experienced entity to provide said services.

- Aircraft Owner or Aircraft Operator shall initialize the process by informing the City of the specialized aviation service requirement, the timeframe for the provision of services, and the Temporary Specialized Aviation Service Operator to provide such services.
- Aircraft Owner or Aircraft Operator shall be responsible for assuring the Temporary Specialized Aviation Service Operator complies with all Legal Requirements while on the Airport.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards (excluding Section 2.5 and Section 2.10), Operator shall comply with the following minimum standards set forth in this Section.

13.2. Scope of Activity

Operator shall conduct Activities on the Leased Premises of the Aircraft Owner or Aircraft Operator or in a location approved by the City in a safe, secure, efficient, prompt, courteous, and professional manner consistent with the degree of care and skill exercised by qualified and experienced operators providing similar services at comparable airports.

13.3. Limitations

As determined by the City in its sole discretion, if an Operator located at the Airport is fully capable of providing requested specialized aviation service(s), a Temporary Specialized Aviation Service Operator may be prohibited from providing such services at the Airport.

13.4. Commercial Operator Permit

Prior to engaging in Activities at the Airport, Operator must obtain a Commercial Operator Permit from the City for a specific period of time (typically no more than 30 calendar days). Renewal shall be subject to the Operator's compliance with all terms and conditions of the approved Commercial Operator Permit.

Operator shall comply with all requirements for the permitted Activities and limit the service provided to the entity, area, and time period identified in the approved Commercial Operator Permit.

Aircraft Operators requiring after-hours or weekend service by a Temporary Specialized Aviation Service Operator must notify the City prior to Operator engaging in Activities on the Airport.



14. COMMERCIAL OPERATOR PERMIT

14.1. *Introduction*

Any entity desirous of engaging in a Commercial Aeronautical Activity at the Airport (Applicant) shall complete all relevant and applicable sections of the Commercial Operator and Lessee Application (Application), submit the Application to the City, and obtain a Commercial Operator Permit (Permit) from the City prior to engaging in the desired Activities.

14.2. *Application*

Any entity desirous of engaging in a Commercial Aeronautical Activity at the Airport (Applicant) shall complete all relevant and applicable sections of the Commercial Operator and Lessee Application (Application) and submit the Application to the City and obtain a Commercial Operator Permit (Permit) from the City prior to engaging in the desired Activities.

Applicant shall submit all the information requested in the Application and thereafter shall submit any additional information, data, and/or documentation that may be required or requested by the City to properly and fully evaluate the Application and facilitate an analysis of the prospective operation.

No Application will be deemed complete that does not provide the City with the information, data, and/or documentation necessary to enable the City to make a meaningful assessment of Applicant's desired Activities and determine whether the Applicant's desired Activities will comply with all applicable Legal Requirements and be compatible with the Airport Layout Plan.

Following review and approval by the City and subject to the Applicant complying with all requirements, a Permit will be issued by the City.

14.3. *Approved Permit*

The Permit will be valid for the period indicated in the Permit if Operator meets the following requirements:

- The information submitted by Operator is and remains current. Operator shall notify the City in writing within 21 calendar days of any change to the information submitted by Operator.
- Operator remains in full compliance with all applicable Legal Requirements and the terms and conditions of the Permit.

The Permit may not be assigned or transferred and shall be limited solely to the approved Activities identified in the Permit.

For Lessees, the Permit shall be incorporated by reference into the Lessees' Agreement. The breach of any portion of the Permit, including the Application incorporated by reference thereto, shall be deemed a material breach of any associated Agreement allowing the City the option to terminate the Permit and/or the Agreement.

14.4. *Existing Operator with an Existing Agreement*

No Change in Scope of Activities – Upon adoption of these Minimum Standards, an existing Operator with an existing Agreement may engage in the Activities permitted under the Agreement without submitting an Application provided that Operator is in full compliance with all the terms and conditions of the Agreement and all applicable Legal Requirements.

Change in Scope of Activities – Prior to engaging in any new Activity not permitted under an existing Agreement or Permit or changing or expanding the scope of Activities permitted under an existing



COMMERCIAL OPERATOR PERMIT

Agreement or Permit, Operator shall complete and submit an Application to, and receive a Permit from, the City prior to conducting new Activity(ies) not permitted under an existing Agreement or Permit.



ATTACHMENT A MINIMUM INSURANCE REQUIREMENTS

15. ATTACHMENT A (MINIMUM INSURANCE REQUIREMENTS)

Boulder Municipal Airport	Fixed Base Operator	Aircraft Maintenance Operator	Independent Aircraft Maintenance Opator	Avionics or Instrument Maintenance Operator	Aircraft Rental or Flight Training Operator	Independent Flight Training Operator	Sailplane Operator	Aircraft Storage Operator	Other Commercial Aeronautical Activities	Temporary Specialized Aviation Service Operator	
COMMERCIAL GENERAL LIABILITY (Combined Single Limit)											
Each Occurrence	\$5,000,000	\$1,000,000 Piston/ Turboprop	\$1,000,000 Piston/ Turboprop	\$1,000,000 Piston/ Turboprop	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	
		5,000,000 Turbine	5,000,000 Turbine	5,000,000 Turbine							
Unlicensed Vehicles	\$2,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	
BUSINESS AUTOMOBILE LIABILITY (Combined Single Limit, Each Occurrence) *											
Non-Movement Area	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	
Movement Area	\$2,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	
HANGAR KEEPER'S LEGAL LIABILITY (Largest Aircraft Accommodated) **											
SE Piston	Each Aircraft	\$10,000,000 Each Aircraft \$15,000,000 Each Occurrence	\$250,000		\$250,000	\$250,000		\$250,000		\$250,000	\$250,000
	Each Occurrence		\$500,000		\$500,000	\$500,000		\$500,000		\$500,000	\$500,000
ME Piston	Each Aircraft		\$500,000		\$500,000	\$500,000		\$500,000		\$500,000	\$500,000
	Each Occurrence		\$1,000,000		\$1,000,000	\$1,000,000		\$1,000,000		\$1,000,000	\$1,000,000
Turboprop Group I	Each Aircraft		\$1,000,000		\$1,000,000	\$1,000,000		\$1,000,000		\$1,000,000	\$1,000,000
	Each Occurrence		\$2,500,000		\$2,500,000	\$2,500,000		\$2,500,000		\$2,500,000	\$2,500,000
Turboprop Group II	Each Aircraft		\$2,500,000		\$2,500,000	\$2,500,000		\$2,500,000		\$2,500,000	\$2,500,000
	Each Occurrence		\$5,000,000		\$5,000,000	\$5,000,000		\$5,000,000		\$5,000,000	\$5,000,000
Turbojet Group I	Each Aircraft		\$5,000,000		\$5,000,000	\$5,000,000		\$5,000,000		\$5,000,000	\$5,000,000
	Each Occurrence		\$10,000,000		\$10,000,000	\$10,000,000		\$10,000,000		\$10,000,000	\$10,000,000
Turbojet Group II	Each Aircraft		\$10,000,000		\$10,000,000	\$10,000,000		\$10,000,000		\$10,000,000	\$10,000,000
	Each Occurrence		\$15,000,000		\$15,000,000	\$15,000,000		\$15,000,000		\$15,000,000	\$15,000,000
Turbojet Group III ***	Each Aircraft		\$15,000,000		\$15,000,000	\$15,000,000		\$15,000,000		\$15,000,000	\$15,000,000
	Each Occurrence		\$25,000,000		\$25,000,000	\$25,000,000		\$25,000,000		\$25,000,000	\$25,000,000
AIRCRAFT AND PASSENGER LIABILITY (Each Occurrence)											
SE Piston					\$1,000,000/\$100,000 sub limit per person				As required	As required	
ME Piston					\$1,000,000/\$100,000 sub limit per person				As required	As required	
Turboprop					\$5,000,000/\$250,000 sub limit per person				As required	As required	
Turbojet/Group I					\$5,000,000/\$250,000 sub limit per person				As required	As required	
Turbojet/Group II					\$10,000,000	\$10,000,000	\$10,000,000		As required	As required	
Turbojet/Group III ***					\$10,000,000	\$10,000,000	\$10,000,000		As required	As required	
Student and Renters					\$250,000	\$250,000					
ENVIRONMENTAL LIABILITY (Combined Single Limit)											
	\$2,000,000	\$1,000,000									
WORKER'S COMPENSATION											
	Limits Based Upon Statutory Requirements										

* If entity operates any vehicle(s)

** Required for Operators possessing the care, custody, and control of non-owned Aircraft

*** Includes Aircraft Design Group IV, Group V, and Group VI



ATTACHMENT A MINIMUM INSURANCE REQUIREMENTS

Operator with known environmental contamination exposures shall be required to secure appropriate environmental liability insurance with coverage amounts appropriate for the type and level of environmental contamination exposure risk, as determined by the City.