

GREELEY-WELD COUNTY

AIRPORT AUTHORITY

***MINIMUM STANDARDS
FOR COMMERCIAL ACTIVITIES***

**ADOPTED BY THE GREELEY-WELD COUNTY AIRPORT AUTHORITY
BOARD OF COMMISSIONERS, JULY 17TH, 1997.**

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***Added XXI, XXII, and Appendix C**

**GREELEY-WELD COUNTY AIRPORT AUTHORITY
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PREFACE

The Greeley-Weld County Airport Authority, as owner/operator of a federally obligated airport, is responsible for instituting Rules and Regulations for the safe operation of the airport and instituting Minimum Standards establishing the threshold entry criteria for those wishing to provide commercial aeronautical services to the public on the Greeley-Weld County Airport. It has been generally acknowledged and proved by history that the development, updating and enforcement of Minimum Standards can diminish complaints by potential or existing aviation businesses at public airports.

This document was produced through the cooperative efforts of the Greeley-Weld County Airport Authority and tenants and users of the Greeley-Weld County Airport. Industry standards provided by other public airports of similar size and nature, as well as the American Association of Airport Executives and the National Air Transportation Association were used as the basis for its content. The document was then revised using input from individual tenants and through work sessions between the Airport Authority and members of a tenants committee representing the interests of the airport's tenants.

This document helps ensure that the Greeley-Weld County Airport Authority meets all of its obligations to the Federal Aviation Administration in providing and allowing services on the Greeley-Weld County Airport that are provided on a fair and equal basis, and protects the interests of existing and future tenants in ensuring the same.

ARTICLE I - DEFINITIONS

1. **DEFINITIONS.** As used herein, the following terms shall be defined as follows:
 - a. **Aeronautical Activity.** Any activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations. The following activities, commonly conducted on airports, are aeronautical within this definition: Pilot training; aircraft rental; FAR part 135 and 121 charter operations; sightseeing; aerial photography; crop dusting; aerial advertising or surveying; scheduled and non-scheduled Part 121 operations; aircraft sales; sale of aviation petroleum products (whether or not conducted in conjunction with other included activities); service, repair and maintenance of aircraft; sale of aircraft parts and accessories; the sale of, and repair and maintenance of aircraft radios and instruments; the sale, repair and maintenance of aircraft propellers, and any other activity which because of its direct relationship to the operation of aircraft, can be regarded as an aeronautical activity.
 - b. **Airport.** Shall mean all of the land, improvements, facilities and development of the Greeley-Weld County Airport, or any other Airport Authority owned and/or operated airport. This term shall also mean Airport Authority.
 - c. **Airport Authority or Airport Board.** The Greeley-Weld County Airport Authority, an appointed board which has policy and decision making authority for the operation of the airport. This term shall also include any person employed by the Airport Authority when acting in an official capacity on behalf of the Airport Authority or Airport Board.
 - d. **Airport Tenant.** Defined as any person, firm, or corporation leasing property or improvements from the Greeley-Weld County Airport Authority who is not a Fixed Base Operator (FBO).
 - e. **Airport Tenant Sublessee.** Any person, firm or corporation leasing property or improvements from any Airport Tenant (defined above) who is not a Fixed Base Operator.
 - f. **Business License.** The Commercial Operator/Airport Operations license issued Commercial Tenants and FBO's by the Airport Authority certifying compliance with the airport's minimum standards.
 - g. **Fixed Base Operator (FBO).** A Fixed Base Operator is defined as any person, firm, or corporation performing any of the commercial aviation

functions or furnishing any of the commercial aviation services as hereafter set out for Fixed Base Operators at the Greeley-Weld County Airport, or any other airport owned and operated by the Greeley-Weld County Airport Authority. No person, firm, or corporation shall engage in any commercial activity as a Fixed Base Operator as herein defined unless the same is done in full compliance with the standards, rules and regulations herein set forth. A person shall qualify as a Fixed Base Operator only upon providing the minimum services as described in these Articles.

- h. **Person**. Any individual, firm, partnership, corporation, association, or company (including any assignee, receiver, trustee, or similar representative thereof) or the United States of America or any foreign government, or any state of political subdivision thereof.
- i. **Permittee**. Any organization, business or person not leasing space at the airport who has been authorized by the Greeley-Weld County Airport Authority, and has paid a fee, to access the airport from an off-airport parcel of land.
- j. **Through the Fence or Off Airport Access**. Operations that are conducted off the actual airport property that have aeronautical access to any portion of the airport's runway or taxiway system.

ARTICLE II - BUSINESS LICENSE

Any person, Airport Tenant, Airport Tenant Sublessee or FBO desiring to engage in any commercial activity as described in these Minimum Standards, shall make application for and obtain prior to commencing such commercial activities, a Business License. The application shall be completed in full and considered incomplete if any information is not provided including the required attachments. All Business License fees must be paid prior to the issuance of such Business License.

1. GENERAL

- a. Business License Fees for FBO's as defined in these Articles will be set according to the number and type of business activities pursued. All fees for Business Licenses are as established in the published schedule of airport Rates and Charges as adopted by the Airport Authority Board of Commissioners, and from time to time revised.
- b. All commercial businesses on the airport, or that have off airport access to the airport from an off-airport parcel, must be licensed or officially certified as is necessary, by the appropriate federal, state or local government agency having jurisdiction, as a condition of receiving a Business License (i.e., food sales hold Health Dept. certificates; flight schools/flight instruction hold FAA certification; etc.).
- c. Persons engaging in commercial business activities on the airport or on an off-airport parcel must maintain an identifiable place of business. This shall include a telephone and a physical office or place of business appropriate for the type of activities conducted. This paragraph does not apply to independent operators as described elsewhere in these Articles.
- d. All persons or businesses that make application for a Business License shall provide public liability insurance in amounts as specified in these Articles. Insurance shall be maintained with an insurance company authorized to conduct business in the State of Colorado that is satisfactory to the Authority. The Authority shall be provided with a certificate from the insurance carrier showing such insurance to be in full force and effect. Said policies and certificates shall contain a provision that written notice of cancellation, or of any material change in said policy by the insurer shall be delivered to the Authority at least thirty (30) days in advance of the effective date thereto. Additionally, the Authority, including its officers, agents, and representatives shall be listed and designated as an additional insured on said policies and certificates.

2. BUSINESS ACTIVITIES - DEFINITIONS

- a) **PUBLIC AIRCRAFT FUELS DISPENSING** - A business engaged in the retail sale of aviation fuels to the public, and also providing basic ground support services including aircraft towing, storage and supplies. A Public Aircraft Fuels Dispenser may also provide other aeronautical services.
- b) **AIRCRAFT RENTAL** - A business engaged in the rental of aircraft to the general public for either pleasure or flight instruction. A Business License for Aircraft Rental does not include flight instruction.
- c) **AIRCRAFT SALES** - A business engaged in the sale of new or used aircraft. Does not include aircraft being sold by the individual owner when not being done as a commercial business activity.
- d) **AIRCRAFT PAINT SERVICES** - A business engaged in the inspection and painting or re-painting of aircraft.
- e) **AIRFRAME AND/OR POWERPLANT REPAIR** - A business providing minor and/or major overhaul and repairs to aircraft engines and/or airframes. Retail sales are limited to new or replacement parts and shop supplies.
- f) **AIR TAXI SERVICE** - Sales of aircraft travel or transportation for hire. A business providing aircraft charter or for hire services pursuant to FAR Part 121 or 135.
- g) **AERIAL APPLICATIONS** - Application of agricultural chemicals to crops.
- h) **FLIGHT TRAINING** - A business engaged in providing flight instruction for the operation of aircraft. Rental of aircraft may also be provided. Retail sales are limited to text books and other basic pilot supplies specific to the type of instruction offered.
- i) **FLYING CLUB** - A not for profit or non-profit corporation, association or partnership organized for the express purpose of providing its members with aircraft for their personal use and enjoyment only. Retail sales are permitted to club members only and all profits from such sales must be used entirely to support club operations. No retail sales to the general public are permitted except for fund raising events as provided for in Article XII.
- j) **MULTIPLE SERVICES** - A business engaged in two or more commercial activities as described herein that is not a Fixed Base Operator.

- k) **RADIO, INSTRUMENT OR PROPELLER REPAIR** - A business engaged in the retail sales, servicing and/or repair of aircraft avionics, navigation equipment, other instruments or propellers.
- l) **RESTAURANT SERVICES** - Any sales of food items to employees, students or the general public, whether through vending machines or by on-site preparation.
- m) **SKYDIVE OPERATOR** - Any company or individual engaged in recreational or instructional skydiving operations for profit.
- n) **SKYDIVE CLUB** – A not for profit or non-profit corporation, association or partnership organized for the express purpose of providing its members with the opportunity to skydive. Retail sales are permitted to club members only and all profits from such sales must be used entirely to support club operations. No retail sales to the general public are permitted except for fund raising events as provided for in Article XIII.
- o) **SPECIALIZED COMMERCIAL FLIGHT SERVICES** - Commercial activities including but not limited to; banner towing and aerial advertising; aerial photography or survey; fire fighting or fire patrol; power line or pipe line patrol; any other operation excluded from FAR Part 135.
- p) **NON-PUBLIC AIRCRAFT FUELS DISPENSING** - Persons or businesses that purchase, store and transfer aircraft fuel for use in their privately or company owned aircraft. Sale of fuel to any other entity is strictly prohibited.
- q) **INDEPENDENT COMMERCIAL OPERATOR** - Includes any person, firm or corporation that performs services on the airport for hire/profit but is not a tenant based at the airport or on an off-airport parcel, and does not have a lease or access agreement.

3. **LICENSE APPROVAL/REVISIONS**

Initial issuance of a Business License will be approved by action of the Airport Board of Commissioners. Any new activity to be conducted after Board approval must be approved by the Authority, and only after paying any additional Business License Fees that may be required in conjunction with the proposed activity.

4. **NON-COMPLIANCE/REVOCAION OF BUSINESS LICENSE**

Persons or tenants conducting commercial activities in a manner which do not comply with these Articles are subject to cancellation or revocation of their Business License. Persons found to be in violation of the provisions of these Articles, the Airport Rules and Regulations, Storm Water Management Plan, or any other policy of the Authority, will be subject to the revocation of certain

privileges upon the airport premises which may include, but not be limited to; removal from the airport premises, revocation of commercial aviation privileges and/or Business License, revocation of airport access, termination of lease or operating agreement, or civil penalties as may be provided for by State and local laws. Additionally, tenants whose accounts are in arrears for payment of rent or other services are also subject to having their Business License canceled or revoked. Persons, tenants or businesses conducting commercial activities on the airport without a Business License may be enjoined by a Court of proper jurisdiction and/or removed from airport property.

GREELEY-WELD COUNTY AIRPORT AUTHORITY
APPLICATION FOR BUSINESS LICENSE

1. **BUSINESS NAME:** _____
ADDRESS: _____
PHONE: _____ **FAX:** _____

2. **RESPONSIBLE PARTY OR OFFICERS:**

_____ **PHONE:** _____
_____ **PHONE:** _____
_____ **PHONE:** _____

3. **BUSINESS LICENSE REQUESTED** (Category From Minimum Standards):

4. **DESCRIPTION OF SERVICES IN DETAIL** (Attach Additional Sheets If Necessary):

5. **DESCRIPTION OF FACILITY** (Include Size, Type Building, Intent to Lease or Build):

6. **NUMBER OF EMPLOYEES/NEW JOBS CREATED:** _____

7. **ANTICIPATED SALARY RANGES OF EMPLOYEES:** _____

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

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

10. **Is the Greeley-Weld County Airport Authority named as an Additional Insured?**

YES _____ **NO** _____

11. **ATTACHMENTS:**

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

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

All commercial activities conducted on the Greeley-Weld County Airport require a Business License.

All questions and comments should be directed to the Airport Director. Applicants may also address the Airport Board of Commissioners during their regularly scheduled monthly meetings.

ARTICLE III - PUBLIC AIRCRAFT FUELS DISPENSING

1. **QUALIFICATIONS.** A person shall qualify for Public Aircraft Fuels Dispensing upon proof that said person is a financially stable and responsible business enterprise, proof that capital is available to perform the activities contemplated, and submittal of documentation summarizing the activities contemplated. In addition, said FBO shall demonstrate and provide proof, that the premises from which it intends to operate on the airport and the personnel employed by it comply with the following minimum requirements:
 - a. Adequate land for the conduct of activities contemplated;
 - b. General aviation service facilities (hangar and offices) containing a minimum amount of square feet in which to adequately provide the services contemplated. If no facilities exist, FBO must agree to construct suitable buildings within 12 months to fulfill the requirements defined herein;
 - c. A staffed office facility;
 - d. A waiting room or lobby for customers and flight planning facilities for crews of itinerant aircraft;
 - e. Sanitary rest room facilities;
 - f. Public telephones;
 - g. Parking sufficient to accommodate employees and customers;
 - h. Personnel on duty seven (7) days a week during normal working hours and additional employees available on call during non-business hours. Personnel shall be neatly uniformed.
 - i. Availability of fuel for the public, and properly trained personnel and equipment adequate to perform fueling services as further outlined in this Article.
 - j. Secure or provide the following additional services:
 1. Aircraft maintenance available to the general public.
 2. Client/passenger services to include flight planning and weather briefing.
 3. Appropriate grades of aircraft lubricants.
 4. Oxygen.
 5. Aircraft storage and tie-down for permanent and itinerant aircraft.

6. Equipment necessary to tow, tug or otherwise move aircraft up to 12,500 lbs. in weight.
 7. APU/GPU starting services.
 8. UNICOM or ARINC service.
- k. Arrange for the following services as needed:
1. Auto rental.
 2. Air Taxi.
 3. Aircraft catering.
 4. Aircraft rental.
2. **CERTIFICATION**. Prior to commencement of public fuels dispensing activities, said FBO shall submit to the Greeley-Weld County Airport Authority, a properly executed Statement of Compliance with the minimum requirements set forth in Article II, Paragraph 1 of this document and with the applicable requirements of other Articles that may apply to the services contemplated. The Greeley-Weld County Airport Authority shall have the right at any reasonable time to inspect the premises to assure compliance.
3. **AUTHORIZED ACTIVITIES**. FBO shall have the right to engage in other aeronautical activities as set forth in this document, by complying with the minimum standards of the activities desired to be performed.

FBO shall provide written notification to the Airport Authority of its intent to engage in those activities described in this document, and shall provide a Statement of Compliance.

If the FBO wishes to engage in any activity not set forth in this document, it shall provide the Airport Authority with written notification of said intent and shall comply with specific minimum standards as determined by the Airport Authority.

Permission to engage in the activities described herein shall not be granted until compliance with this Article, and all Federal, State and local laws, including Certificates of Occupancy, Building Permits, Codes, etc. have been met for all associated facilities (i.e. hangars, offices, etc.). In the event that said facilities fall below, or no longer meet these compliance standards, the Airport Authority has the right to suspend or revoke, temporarily or permanently, the right to engage in the FBO activities described herein.

The FBO shall display in a public area in public view within the FBO facility, the Commercial Operator/Airport Operations License (Business License) issued by the Airport Authority, indicating the FBO's compliance with the provisions of this Article.

4. **FUELS DISPENSING**

- a. **Fuel.** Prior to the presentation of a request for a Business License, the prospective FBO shall furnish a letter of product commitment from an oil company acceptable to the Airport Authority. The FBO shall provide at least two grades of aircraft fuel, including 100LL and JET A. Said fuel shall be that of a nationally recognized company acceptable to the Airport Authority. Fuel prices shall be posted in public view.
- b. **Fueling Facilities**
 - 1. **Trucks.** The FBO shall furnish mobile dispensing trucks, at least one for each type of fuel, having a minimum capacity of 700 gallons for 100LL, and 2,200 gallons for JET A. Separate filter-equipped dispensing pumps and meters for each type of fuel shall be required. Trucks shall be properly maintained, operated and equipped in accordance with applicable FAA recommendations, regulations and requirements.
 - 2. **Tank Farm.**
 - a. The FBO shall furnish a minimum of two aircraft fuel storage tanks with a capacity of 10,000 gallons each. Unless FBO's fuel trucks are licensed for public road operation, FBO shall also provide a minimum 450 gallon automotive fuel storage tank. Aircraft fuels will not be used to run mobile dispensing trucks.
 - b. Fuel storage tanks shall be above ground and in a location approved by the Airport Authority. Tanks shall conform with all applicable Federal, State and local standards, and recommendations of the National Fire Protection Association.
 - c. Fuel storage tanks shall comply with requirements set out by the Environmental Protection Agency (EPA), the FAA, and all State of Colorado Environmental regulations.
 - d. All plans and specifications for tank farms, or tank farm improvements shall be prepared and presented to the Airport Authority and shall require approval by the Architectural Review Committee before any construction may begin.
 - e. The FBO shall store, handle and dispose of any hazardous waste or contaminated fuel in accordance with Federal,

State and local laws, regulations and ordinances now or hereafter enacted. FBO shall bear all costs for cleanup of hazardous waste. All hazardous waste, including contaminated fuels, shall be disposed of off the airport property.

The FBO shall make available at the request of the Airport Authority or his designated representative, copies of all manifested waste and certification of approved sites.

- f. The FBO shall provide monthly reports to the Airport Authority documenting fuel transfers into the tank farm, and shall supply copies of bills of lading, delivery tickets, invoices, or other documentation verifying actual quantities transferred into the tank farm.

5. **INSURANCE AND INDEMNIFICATION**

- a. **Fire Insurance.** During the full term of the Business License and lease, the FBO shall, at its sole cost and expense, cause all improvements constructed or installed on FBO's leased premises to be kept insured to the full insurable value thereof against the perils of fire, extended coverage, vandalism, explosion and like perils. Said insurance shall be procured from a company authorized to do business in the State of Colorado, and FBO shall provide the Airport Authority with evidence satisfactory to the Airport Authority that such coverage has been procured and is being maintained.

The proceeds of any such insurance, paid on account of any of the perils aforesaid, shall be used to defray the cost of repairing, restoring, or reconstructing said improvements, as necessary; provided, however, that if the permit is canceled, such proceeds shall be used to restore the leased premises to its original condition, including the removal of all buildings, structures and debris.

Property insurance policies required by this paragraph shall contain waiver of subrogation endorsements and shall provision that the Airport Authority shall be notified by the insurance company of any renewals, changes or cancellations of such insurance coverage by at least thirty (30) days written notice to the Airport Authority, and shall name the Greeley-Weld County Airport Authority as an additional insured.

- b. **Indemnification.** The Airport Authority shall stand indemnified by FBO as herein provided. FBO is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or

omissions, and the Airport Authority shall in no way be responsible therefor. FBO covenants and agrees to indemnify, hold harmless and defend Airport Authority, its officers, agents, servants and employees from and against any and all claims for damages or injury to persons or property arising out of or incident to the leasing of or the use and occupancy of the premises by FBO, its employees, patrons, contractors of subcontractors, and FBO does hereby assume all liability and responsibility for injuries, claims or suits for damages to persons or property of whatsoever kind or character whether real or asserted, occurring during the term of the Business License or lease in connection with the use or occupancy of the premises by FBO, its employees, patrons, contractors or subcontractors. FBO shall pay promptly when due all bills or charges for construction or maintenance as well as any other amounts due for material or services furnished in connection therewith, and FBO shall indemnify the Airport Authority against any and all mechanics liens imposed upon the premises demised hereunder arising as a result of FBO's conduct or inactivity.

FBO shall promptly, after the execution of its lease, and prior to receiving a Business License from the Airport Authority, provide public liability insurance for personal injuries, including death, growing out of any on accident or other cause in a minimum sum of **One Million and No/100 dollars (\$1,000,000.00)** for one person, and **One Million and No/100 dollars (\$1,000,000.00)** for two or more persons, shall provide property damage liability insurance in a minimum sum of **One Million and No/100 dollars (\$1,000,000.00)** for property damage growing out of any on accident or other cause; shall provide products liability insurance in a minimum sum of **One Million and No/100 dollars (\$1,000,000.00)**, and shall provide hangar keeper's liability insurance in a minimum amount of **One Million and No/100 dollars (\$1,000,000.00)**.

FBO shall maintain said insurance with insurance underwriters authorized to do business in the State of Colorado satisfactory to the Airport Authority. FBO shall furnish the Airport Authority with a certificate from the insurance carrier showing such insurance to be in full force and effect during the entire term of the Business License and lease. Said certificates shall contain a provision that written notice of cancellation of any material change in said policy to the insurer shall be delivered to the Airport Authority thirty (30) days in advance of the effective date thereof, and said policy shall name the Greeley-Weld County Airport Authority as an additional insured.

6. **FEES**

- a. **Registration.** The FBO shall be responsible for registering all fuel tanks with the appropriate Federal, State and local agencies, and any other

agency now or hereafter requiring so, and be solely responsible for payment of all registration fees and other associated costs.

- b. **Fuel Flowage Fee.** For the privilege of securing the right to dispense aircraft fuels, FBO shall pay to the Airport Authority a fuel flowage fee at the rate established by the Airport Authority. Such fuel flowage fee rate may be adjusted by the Airport Authority at any time during the term of the Business License or lease, but in no case shall the rate be greater than that paid by any other FBO on the Airport, excluding FBO services provided directly by the Airport Authority.
 - c. **Parking Fees.** Any and all aircraft parking fees as established by the Airport Authority and collected by the FBO for parking on the public use transient apron or on any other property of the Airport Authority, not leased out on an exclusive basis, shall be paid to the Airport Authority subject to the terms of any agreements for the collection of those fees.
 - d. **Time of Payment.** Fuel flowage fees and the payments on aircraft parking fees shall be due on the tenth (10) day of the month succeeding that in which the aircraft fuels were supplied to the FBO and/or parking fees collected, and shall be delinquent if unpaid before the tenth (10) day of each month.
7. **RECORDS OF FBO.** FBO shall keep true and accurate records and books which shall show all fuel deliveries made to FBO at said airport and all parking fees collected. FBO's fuel supplier shall furnish monthly delivery reports to the Airport Authority upon request.

With the payment of fuel flowage fees and aircraft parking fees, FBO shall submit to the Airport Authority detailed statements of such fuel deliveries, fuel sales, and aircraft parking fees collected for the preceding calendar month. These statements shall be in a form and show such reasonable detail and breakdown as may be required by the Airport Authority.

8. **AUDIT.** Within thirty (30) days after the end of each of the Airport Authority's fiscal years, FBO shall submit to the Airport Authority a detailed statement of total gallons of fuel delivered into the tank farm and total parking fees collected. Such statement shall be prepared by an independent Certified Public Accountant and any adjustment due on payments made during the previous year shall be accomplished at that time.

In addition, the Airport Authority shall have the right at any time during the term of its agreement with the FBO to authorize an audit of FBO's records pertaining to its FBO operation on the airport. Such audits shall be undertaken by an

independent Certified Public Accountant, satisfactory to the Airport Authority. The cost of such audit shall be borne by the Airport Authority.

9. **CANCELLATION**

a. **Cancellation by FBO.** FBO Business Licenses and leases shall be subject to cancellation or revocation after the happening of one or more of the following events:

1. The permanent abandonment of the airport.
2. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the airport, or any substantial part or parts thereof, in such a manner as substantially to restrict the FBO for a period of at least ninety (90) days from operating thereon.
3. Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of the airport, and the remaining in force of such injunction for period of at least ninety (90) days.
4. The default by the Airport Authority in the performance of any covenants or agreement required to be performed by the Airport Authority and the failure of the Airport Authority to take reasonable action to remedy such default for a period of ninety (90) days after receipt from FBO of written notice to remedy the same.

FBO may exercise such right of termination by written notice to the Airport Authority at any time after the elapse of the applicable periods of time and the Business License and lease shall terminate as of that date, or other date established by the FBO.

Upon cancellation, FBO must submit an independent, certified engineering report indicating all facilities are in compliance with all Federal, State, and local regulations, including those pertaining to the fueling facilities.

b. **Cancellation by Airport Authority.** Business License and leases shall be subject to cancellation by the Airport Authority in the event of any of the following acts or omissions by the FBO:

1. Be in arrears in payment of the whole or any part of the amounts agreed upon for a period of ten (30) days after the time such payments become due;

2. Make a general assignment for the benefit of creditors;
3. Abandon the demised premises;
4. Discontinue required services to the public;
5. Fail to replace any improvements which have been destroyed by fire, explosion, etc. within six (6) months from the date of such destruction;
6. Default in the performance of any of the covenants and conditions required herein to be kept and performed by FBO, and such default continues for a period of thirty (30) days after receipt of written notice from the Airport Authority of said default;
7. Fall below or be in non-compliance with any Federal, State or local laws governing the occupancy or use of associated facilities such as hangars, offices, fuel tanks, etc.

In any of the aforesaid events, the Airport Authority may take immediate possession of the demised premises and remove FBO's effects, forcibly, if necessary, without being deemed guilty of trespassing. Upon said entry, the Business License and lease will terminate. Any fees due shall be payable to said date of termination.

Failure of the Airport Authority to declare the permit terminated upon the default of FBO for any of the reasons set forth herein, shall not operate to bar or destroy the right of the Airport Authority to cancel the Business License or lease by reason of any subsequent violation of the terms hereof.

10. **ASSIGNMENT, TRANSFER OR SUBLETTING.** The FBO shall not assign, sublet or transfer its Business License or lease or any privileges herein contained, in whole or in part, without written prior consent of the Airport Authority.

It is specifically stipulated and agreed that FBO will not enter into any tie-in agreements with other operators or sublet any of the rights herein whereby other operators share in the privileges or the services stipulated in the Business License or lease without the written consent of the Airport Authority.

11. **SUSPENSION OF BUSINESS LICENSE AND/OR LEASE.** During time of war or national emergency, the Airport Authority shall have the right to lease the landing area or any part thereof to the United States Government for military use. If any such lease is executed, any provisions of FBO's Business License or lease

which are inconsistent with the lease provisions to the Government will be suspended.

12. **ATTORNEY'S FEES.** In an action brought by the Airport Authority for the enforcement of the obligations of FBO, the Airport Authority shall be entitled to recover interest and reasonable attorney's fees.
13. **TAXES.** The FBO is solely responsible for the payment of any taxes or assessments which may be lawfully levied against FBO's occupancy or use of the demised premises or any improvements placed thereon as a result of FBO's occupancy.
14. **RELOCATION OF IMPROVEMENTS.** In the event that the Airport Authority requires any of the leased premises, including the tank farm, for expansion or development of the airport, the Airport Authority reserves the right to relocate or replace the improvements made by FBO to substantially similar facilities generally comparable at another location on the airport.
15. **SUBORDINATION OF AGREEMENT.** The FBO Business License and lease shall be subordinate to the provisions of any existing or future agreements between the Airport Authority and the United States of America relative to the operation or maintenance of the airport, the execution of which has or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

ARTICLE IV - AIRCRAFT RENTAL

Any person, Airport Tenant, Airport Tenant Sublessee or FBO desiring to engage in aircraft rental activities shall provide as a minimum the following:

1. **LAND**. Sufficient land for the parking and storage of as many aircraft as are available for rent.
2. **BUILDINGS**. Lease or construct, within 12 months, a building which will provide adequate space, rest rooms and public telephones. If aircraft maintenance is to be performed on site, additional adequate area will be required for shop and storage space.
3. **PERSONNEL**. If check rides will be required, one person having a current pilot certificate with the appropriate ratings for the type of aircraft and training to be offered. The pilot performing the check ride does not have to be an employee of the business. If aircraft maintenance is to be performed on site, proper certification is required for shops and personnel if applicable.
4. **AIRCRAFT**. At least one airworthy aircraft owned or leased in writing to the lessee, and certificated for the type of flight intended. This paragraph shall not serve to preclude a verbal agreement for the use of an aircraft for rental provided the permission has been granted by the aircraft owner.
5. **INSURANCE COVERAGE**. As specified in the appropriate Article contained in this document.

ARTICLE V - AIRCRAFT SALES

Any person, Airport Tenant, Airport Tenant Sublessee or FBO desiring to engage in business of the sale of new or used aircraft must provide as a minimum the following:

1. **LAND**. Sufficient land area to adequately store, display and service aircraft.
2. **BUILDINGS**. Lease or construct within 12 months, an adequate amount of space, including public rest rooms, lounge and public use telephones.
3. **PERSONNEL**. A minimum of one (1) properly certificated Commercial Pilot with ratings for the appropriate types of aircraft to be demonstrated and to conduct the operations contemplated.
4. **DEALERSHIPS**. New aircraft dealers shall hold an authorized factory or sub-dealership. All aircraft dealers shall hold a dealership license or permit, if required by State or local regulations.
5. **USED AIRCRAFT**. A Lessee engaged in the sale of used aircraft must conform to the provisions of FAR Part 47, Subpart C, and must possess a valid Dealers Aircraft Registration Certificate, FAA Form 8050.
6. **AIRCRAFT**. A dealer of new aircraft shall have available or on call one (1) current model demonstrator. This paragraph shall not serve to preclude an aircraft dealer from selling aircraft unseen or as a broker when demonstrator models are not available or required.
7. **SERVICES**. Provide for adequate parts and servicing of aircraft and accessories during warranty periods for new aircraft.
8. **INSURANCE COVERAGE**. As specified in Article XV contained in this document. Coverage shall include aircraft held for sale and demonstration by the Lessee but owned by others.
9. **SALES TAX LICENSE**. Lessees shall hold and conspicuously display a current sales tax license issued by the State of Colorado, and the City of Greeley (if applicable).

ARTICLE VI - AIRCRAFT PAINT SERVICES

Any person, Airport Tenant, Airport Tenant Sublessee or FBO desiring to engage in aircraft paint services shall provide as a minimum the following:

1. **LAND**. Sufficient land for the parking and storage of the type aircraft awaiting repair or pickup.
2. **BUILDINGS**. Lease or construct, within 12 months, a building sufficient to provide adequate shop and storage space meeting local and State code requirements, plus any other requirements for the necessary operations.
3. **PERSONNEL**. Personnel properly qualified and/or rated to perform the required functions.
4. **ENVIRONMENTAL CONSIDERATIONS**. All space being used for chemical application, stripping, spraying, or other type of activities that generate fumes, dust, or other noxious odors or hazards, must properly filtered and ventilated, in accordance with all applicable environmental regulations of Federal, State or local laws.
5. **INSURANCE COVERAGE**. As specified in Article XV contained in this document.

ARTICLE VII - AIRFRAME AND/OR POWERPLANT REPAIR

Any person, Airport Tenant, Airport Tenant Sublessee or FBO desiring to engage in airframe and/or powerplant repair activities shall provide as a minimum the following:

1. **LAND**. Sufficient land for the parking and storage of the type aircraft awaiting repair or pickup.
2. **BUILDINGS**. Lease or construct, within 12 months, a building sufficient to provide adequate shop and storage space meeting local and State code requirements, plus adequate office space, public rest rooms, waiting areas and telephones, if necessary, and any other requirements to meet FAA compliance requirements.
3. **SERVICES**. Provide for major and/or minor airframe and powerplant repair. FAA Repair Shop certification is necessary where required by the FAA.
4. **PERSONNEL**. A minimum of one (1) properly FAA certificated Airframe and Powerplant mechanic possessing the appropriate rating for the work to be performed.
5. **EQUIPMENT**. Sufficient equipment, tools, supplies and inventory of parts to perform maintenance in accordance with the manufacturer's recommendations or equivalent, and in accordance with all applicable FAA regulations.
6. **INSURANCE COVERAGE**. As specified in Article XV contained in this document.

ARTICLE VIII - AIRPORT TENANT

A person having the use designation of Airport Tenant shall be limited to the following and only the following uses:

Storage of wholly owned or leased aircraft and service and maintenance on wholly owned or leased aircraft.

1. Such person may provide fuel for owned/leased aircraft, but only after meeting the requirements of the Airport Authority's Non-Public Fuels Dispensing policy.
2. Due to the vast variety of single and multi-occupancy hangars, a single minimum standard for building and acreage is not established. Therefore, each application under this standard will be considered on its own merits.
3. The definition of Airport Tenant includes individual aircraft and hangar owners and lessees, leasing land and/or hangars from the Airport Authority or others.
4. Tenants of T-Hangars owned by the Airport Authority shall not hangar aircraft owned by others whether for free or for compensation, nor offer, nor provide, for financial gain, any services whatsoever to others for compensation.
4. **INSURANCE COVERAGE**. As specified in Article XV contained in this document.

ARTICLE IX - AIR TAXI SERVICE (FAR Part 121 & 135 Operators)

Any person, Airport Tenant, Airport Tenant Sublessee or FBO desiring to engage in air taxi activities must hold an FAA Air Taxi-Commercial Operator Certificate with ratings appropriate to the functions to be accomplished, and shall provide as a minimum the following:

1. **LAND**. Sufficient land area for the proposed operations including automobile parking, aircraft tie-down and or hangar space to accommodate leased or owned aircraft.
2. **BUILDINGS**. Lease or construct within 12 months, adequate space for office, public lounge, rest rooms and public use telephone. The Building should also accommodate satisfactory arrangements for the checking in of passengers, handling of luggage, ticketing, ground transportation, and other related activities.

The Air Taxi Operator, with prior written consent, may be granted permission to utilize the public airport terminal building for these purposes, in lieu of leasing or constructing other facilities that meet the requirements of Paragraph 1 or 2. In such cases, use of the public airport terminal building for these purposes will be subject to any special rates and charges that may now or hereafter be established for such usage. In such cases, the operator is required to maintain an adequate office and working telephone for the operation of its business.

3. **PERSONNEL**. Properly certificated pilot(s) holding the FAA ratings to conduct the air taxi services offered, including type certifications for the type of aircraft being used, if necessary.
4. **AIRCRAFT**. A minimum of one (1) four place aircraft meeting all of the requirements of the Air Taxi/Commercial Operator Certificate held. Aircraft shall be owned or leased by agreement in writing and meet all the relevant requirements of Part 135 of the FAA regulations.
5. **INSURANCE COVERAGE**. As specified in Article XV contained in this document.

ARTICLE X - AERIAL APPLICATIONS

Any person, Airport Tenant, Airport Tenant Sublessee or FBO desiring to engage in aerial application (crop dusting) operations must an Agricultural Aircraft Operator Certificate issued by the FAA; comply with the requirements of all Federal, State and local laws and/or regulations applicable to aerial application operations. Those engaged in the above activities shall provide as a minimum the following:

1. **LAND**. Sufficient paved or prepared aircraft parking apron and space for the loading and unloading of vehicles and equipment, if chemicals are to be handled on the airport premises. If chemicals are to be handled on the airport premises, an area must be set aside specifically for the cleaning and servicing of aircraft. Portable containment devices approved by the Environmental Protection Agency (EPA) may be substituted for this requirement.
2. **FACILITIES**. If chemicals are to be stored or handled on the airport premises, a segregated chemical storage area protected from public access must be provided. Wash down of agricultural spraying aircraft and flushing of agricultural aircraft spray tanks will be accomplished only in areas so designated and in accordance with all applicable Environmental Protection Agency (EPA) requirements, and other Federal, State and local laws now hereafter in effect, including the airports approved Storm Water Management Plan.

Empty chemical containers will be disposed of off of the airport property in accordance with applicable laws. A centrally drained, paved area for aircraft loading/unloading, servicing and dumping, tank truck handling, and for the mixing of compounds, shall contain an adequate area and meet all government requirements.

Adequate ground support equipment for the handling and loading/unloading of dusting materials shall be provided.

3. **PERSONNEL**. A minimum of one (1) properly certificated Commercial Pilot, properly rated for the aircraft to be used and meeting the requirements of all appropriate FAA regulations and applicable State and local regulations.
4. **AIRCRAFT**. A minimum of one (1) properly certificated aircraft meeting all of the appropriate FAA regulations and applicable State and local regulations. Leased aircraft shall be by written agreement.
5. **INSURANCE COVERAGE**. As specified in Article XV contained in this document.

ARTICLE XI - FLIGHT TRAINING

Any person, Airport Tenant, Airport Tenant Sublessee or FBO desiring to engage in flight training activities shall provide as a minimum the following:

1. **LAND**. Sufficient area for the proposed operations including automobile parking, training, aircraft tie-downs and/or hangar space to accommodate leased or owned aircraft.
2. **BUILDINGS**. Lease or construct within 12 months, adequate space to provide classroom, briefing room, pilot lounge, rest rooms, office space and public use telephone. The above mentioned floor space shall be sufficient to accommodate the requirements of its program and the number of students typically using the facility.
3. **PERSONNEL**. At least one (1) properly FAA certificated flight/ground instructor to cover the type training and ratings being offered.
4. **AIRCRAFT**. At least one (1) leased or owned properly certificated aircraft equipped for the type of flight instruction being offered. If leased, documentation authorizing the flight training organization to utilize said aircraft for flight instruction must be available.
5. **INSURANCE COVERAGE**. As specified in Article XV contained in this document.

ARTICLE XII - FLYING CLUBS

In an effort to foster and promote flying for pleasure, develop skills in aeronautics, including pilotage, navigation and an awareness and appreciation of aviation

requirements and techniques, the category of Flying Clubs is included in the Minimum Standards for the Greeley-Weld County Airport Authority.

All flying clubs desiring to base their aircraft and operate at the Greeley-Weld County Airport must comply with these requirements. However, they shall be exempt from Fixed Base Operator and other requirements upon the satisfactory fulfillment of the conditions contained herein:

1. The club shall be a registered not for profit or non-profit corporation, association or partnership organized for the express purpose of providing its members with aircraft for their personal use and enjoyment only. The property rights of the members of the club shall be equal and no part of the net earnings of the club will inure to the benefit of any member in any form (salaries, bonuses, etc.). The club may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance and replacement of its aircraft.
2. Flying clubs may not offer or conduct charter, air taxi, aircraft rentals, or any other form of commercial aviation activity. They may not conduct aircraft flight instruction except for regular members, and only members of the flying club may act as pilot in command of the aircraft except when receiving dual instruction.
3. Members may compensate other members for flying services; however, no service can be performed for the benefit of a non-member, except for occasional operations conducted pursuant to FAR Part 91 when the costs are shared with the member.
4. Any qualified mechanic and/or flight instructor who is a registered member and part owner of the aircraft owned and operated by the flying club shall not be restricted from doing maintenance and/or giving instruction in aircraft owned by the club. Mechanics and instructors may be compensated by credit against payment for dues or flight time or by direct payment for services, provided however that the mechanic or instructor is not a full time employee of the club.
5. All flying clubs and their members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of such club at airport, except that said flying club may sell or exchange its capital equipment. Nothing in the paragraph is intended to prohibit fund raising events or activities intended to raise funds for the operation of the club.
6. A flying club shall abide by and comply with all Federal, State and local laws, ordinances, regulations, and the Rules and Regulations of the Greeley-Weld County Airport Authority, including these Minimum Standards.
7. The flying club, with its request for a Business License, shall furnish the Airport Authority with a copy of its by-laws, articles of incorporation/association, partnership agreement or other documentation supporting its existence; evidence of insurance in the form of a Certificate of Insurance provided to the Airport Authority with the Airport Authority named as an additional insured.

8. The flying club, upon request by the Airport Authority, shall provide satisfactory evidence of all club income and expenses and evidence of ownership of aircraft. Such request shall be made by the Airport Authority upon reasonable cause.
9. **INSURANCE COVERAGE**. As specified in Article XV contained in this document.
10. A flying club which violates any of the foregoing, or permits one or more of its members to do so, will be notified of the violation and given 30 days in which to correct said violation. Should such violation not be corrected within 30 days, the Airport Authority shall have the right to terminate the Business License and/or lease. Nothing in this paragraph shall serve to prevent the Airport Authority from taking any immediate action when a safety related or hazardous situation exists.

ARTICLE XIII - INDEPENDENT COMMERCIAL OPERATOR

Any person, firm, corporation, FBO or partnership conducting commercial aviation activities on the Greeley-Weld County Airport who is not a tenant or sub-tenant of the airport, does not hold a lease or access agreement with the Authority or an airport tenant, or who otherwise does not pay any rent to the Authority or any airport tenant for the use of space on the airport, shall be considered an Independent Commercial Operator.

1. **ACTIVITIES**. Independent Commercial Operators include but are not limited to any activity defined in these Articles.
2. **BUSINESS LICENSE**. An Independent Commercial Operator must possess a Business License approved by the Authority.
3. **FEES**. In addition to the appropriate Business License Fee, Independent Commercial Operators must pay one percent (1%) of all gross sales taking place on the Greeley-Weld County Airport to the Authority for the privilege of conducting business on the airport.
4. **FLIGHT INSTRUCTION**. The following interpretations are made concerning Independent Commercial Operators conducting flight instruction activities:
 - a. Flight instructors performing flight instruction for hire as an employee of an airport tenant holding a Business License including flight instruction are not considered Independent Commercial Operators.
 - b. Flight instructors performing flight instruction for hire as an independent contractor to an airport tenant holding a Business License including flight instruction are not considered Independent Commercial Operators. Designated Examiners (DE's) performing services on behalf of a Tenant are not considered Independent Commercial Operators.
 - c. Flight instructors performing flight instruction for hire by an individual aircraft owner whose aircraft is based at the airport, are not considered Independent Commercial Operators if the flight instruction is exclusively for the individual aircraft owner him/herself only.
 - d. Flight instructors performing flight instruction for hire using an aircraft not owned by a tenant of the Airport holding a Business License including flight instruction, and not exclusively for the aircraft owner (if the aircraft is based at the airport) **are** considered Independent Commercial Operators.
 - e. Flight instructors performing flight instruction for hire using aircraft not based at the airport are considered Independent Commercial Operators.

Nothing in this paragraph is intended to prevent the operation of or define as Independent Commercial Operator any flight instruction activity based at or originating at another airport that uses the Greeley-Weld County Airport as an itinerant stopping

point during such flight instruction activity. It **is** the intent of this paragraph to define as an Independent Commercial Operator, any flight instruction activity originating at the Greeley-Weld County Airport that meets the definition of an Independent Commercial Operator as defined in sub-paragraphs d. and e. above.

5. **INSURANCE COVERAGE**. Independent Commercial Operators must provide insurance coverage consistent with the insurance requirements set forth in Article XV.

ARTICLE XIV - LEASE PROCESS FOR DEVELOPMENT

Any person, Airport Tenant, Airport Tenant Sublessee, Commercial Tenant, Commercial Tenant Sublessee or FBO desiring to develop land or otherwise construct improvements on airport parcels or off airport parcels (for through the fence operations), or to improve existing buildings on either, shall follow the general outline of procedures provided for in this Article. The Authority may permit these procedures to take place in an order other than that listed below.

1. Lessee submits written request for lease or access permit to the Airport Director and makes application for a Business License (if applicable).
2. Site selection in accordance with Airport Layout Plan and Comprehensive Development Plan.
3. Preparation of lease by airport counsel.
4. Preparation of plans and specifications by lessee.
5. Submittal of FAA Form 7460-1 "Notice of Proposed Construction or Alteration" to Federal Aviation Administration by lessee, copy to Airport Director.
6. Submittal of plans and specifications to:
 - a. Weld County Planning Department.
 - b. City of Greeley Planning Department.
7. Comments from Weld County and Greeley Planning Departments submitted to Review Committee.
8. Review/negotiation of lease or access permit with lessee.
9. Receipt of FAA comments on submittal of FAA Form 7460-1 (required).
10. Review Committee meets and approves or disapproves plans and specifications. Weld County and Greeley Planning Department comments considered. If disapproved, returned to lessee for revisions and re-submittal to Review Committee. Requirement to re-submit to Weld County or Greeley Planning Departments determined by Airport Director.
11. Airport Director submits letter of approval of plans and specifications to lessee.
12. Final lease and Business License (if applicable) or access permit approved or disapproved by Airport Board of Commissioners.
13. Lessee makes application for Building Permits with appropriate agency.
14. Building Permit(s) issued.
15. Construction Phase.
16. Issuance of Business License.

ARTICLE XV - MINIMUM INSURANCE REQUIREMENTS

The following minimum insurance limits shall be in effect for the associated category of operations. If more than one activity is being performed, then the higher limits shall apply. All figures are in U.S. dollars.

		LIABILITY INSURANCE			
CATEGORY OF TENANT/OPER.	PROPERTY INSURANCE	² GENERAL PREMISES	³ AUTO	⁴ ENVIRON. IMPAIRMENT	⁵ AIRCRAFT
PUBLIC ACFT FUELS DISPENSING	See Note 1	\$1,000,000	\$1,000,000	\$1,000,000	N/A
FLIGHT TRAINING	See Note 1	\$1,000,000	\$1,000,000	N/A	\$1,000,000
AIR TAXI	See Note 1	\$1,000,000	\$1,000,000	N/A	\$1,000,000
SPECIALIZED COMMERCIAL SVC	See Note 1	\$1,000,000	\$1,000,000	N/A	\$1,000,000
AERIAL APPLICATIONS	See Note 1	\$1,000,000	\$1,000,000	N/A	\$1,000,000
AIRCRAFT SALES	See Note 1	\$1,000,000	\$1,000,000	N/A	\$1,000,000
AIRCRAFT RENTAL	See Note 1	\$1,000,000	\$1,000,000	N/A	\$1,000,000
AIRFRAME & POWERPLANT	See Note 1	\$1,000,000	\$1,000,000	N/A	\$1,000,000
RADIO, INSTRUMENT, PROPELLER RPR	See Note 1	\$1,000,000	\$1,000,000	N/A	\$1,000,000
MULTIPLE SERVICES	See Note 1	\$1,000,000	\$1,000,000	N/A	\$1,000,000
SKYDIVE OPERATOR	See Note 1	\$1,000,000	\$1,000,000	N/A	\$1,000,000
FLYING/SKYDIVING CLUBS	See Note 1	\$1,000,000	\$1,000,000	N/A	\$500,000
AIRPORT TENANT	See Note 1	\$500,000	N/A	N/A	\$500,000
NON PUBLIC FUELS DISPENSING	See Note 1	\$1,000,000	\$1,000,000	\$1,000,000	N/A
AIRCRAFT PAINT SVCS	See Note 1	\$1,000,000	\$1,000,000	N/A	N/A
RESTAURANT	See Note 1	\$500,000	\$1,000,000	N/A	N/A

1. Replacement Value will be provided by tenants leasing buildings owned by the Airport Authority. Privately owned buildings shall maintain adequate coverage to either replace the building to original condition, or remove all debris and restore the lease site to landscaped condition.
2. Coverage shall be on an occurrence basis. A minimum of \$100,000 in fire legal liability is to be included.
3. Coverage shall apply to all vehicles registered to the lessee's business and used exclusively for commercial aviation purposes.
4. Requirement for coverage will go into effect on January 1, 1999 for any tenant with fuel tanks used for refueling of aircraft or vehicles.
5. Coverage shall include passengers at a minimum of \$100,000 per passenger (or seat).

ARTICLE XVI - MULTIPLE SERVICES

Persons who are not FBO's, desiring to engage in two or more commercial aeronautical activities, must provide as a minimum the following:

1. **LAND**. The leasehold for multiple activities must comply with the space requirements contained in the Article applying to the activity that requires the largest amount of space. The Airport Authority reserves the right to require land in addition to this amount, if in its opinion such additional land is warranted due to the scope of multiple services being provided.
2. **BUILDINGS**. Lease or construct a building that complies with the space requirements contained in the Article applying to the activity that requires the largest amount of space. The Airport Authority reserves the right to require building space in addition to this amount, if in its opinion such additional space is warranted due to the scope of multiple services being provided.
3. **PERSONNEL**. Minimum personnel appropriately rated to perform the specific functions of the services to be offered. Multiple responsibilities may be assigned to personnel to meet the requirements of each activity, provided the person holds all of the proper ratings and qualifications required for each activity being performed.
4. **AIRCRAFT**. All requirements for aircraft for the specific activities to be engaged in must be provided; however, multiple uses can be made of all aircraft, except aerial applicator aircraft, to meet these requirements.
5. **SERVICES**. All services specifically required for each activity must be provided during the hours of operation.
6. **EQUIPMENT**. All equipment specifically required for each activity must be provided.
7. **INSURANCE COVERAGE**. The lessee will obtain the highest single coverage in the amounts established for each type of insurance required for each specific activity. If the insurance coverage for one activity is the same as for another, than only one policy is required, provided the policy covers all activities.
8. **FACILITY COMPLIANCE**. All facilities must be in compliance with all Federal, State and local laws concerning certificates of occupancy, building permits and other applicable codes prior to being granted permission to engage in any activity described in these Articles. In the event that any facility falls below these standards, the Airport Authority has the right to suspend or revoke, temporarily or permanently, all rights to engage in such activities.

ARTICLE XVII - NON-PUBLIC AIRCRAFT FUELS DISPENSING

1. **PURPOSE**. These rules of procedure are established for the purpose of providing guidelines to be followed by parties conducting non-public aircraft fuels dispensing on the Greeley-Weld County Airport. All parties who dispense fuel under the provisions of

this Article must hold a Business License for Non-Public Aircraft Fuels Dispensing issued by the airport, and may be referred to as a Permittee.

2. **RESTRICTIONS**. Tenants holding a Non-Public Aircraft Fuels Dispensing Permit issued by the airport shall be restricted from selling aircraft fuels to other airport users, including locally based and transient aircraft. Sale of aircraft fuels to public or transient aircraft shall constitute a violation of the Business License, and shall call for immediate revocation of said permit.
3. **PERSONNEL**. Personnel engaged in dispensing aircraft fuels shall be properly trained with regard to safety procedures. The Airport Authority may require written proof in the form of branded dealer's certifications that personnel have been properly trained.
4. **FUEL**. Tenants holding a Permit shall provide aircraft fuel type(s) required by those aircraft the tenant operates.
5. **FUELING FACILITIES**.
 - a. **Trucks**. If mobile fuel dispensing trucks are provided, at least one truck for each type of fuel to be dispensed shall be provided. Trucks shall be properly maintained, operated and equipped in accordance with applicable FAA and other Federal, State and local laws. Trucks shall be licensed for public road operation if maintenance is to be performed off of the airport premises, unless transportation by towed trailer is anticipated.
 - b. **Tank Farm**
 1. All new storage tanks shall be above ground. No new underground storage tanks shall be permitted. Tanks shall be installed in a location approved by the Airport Authority and shall comply with all applicable uniform building codes, fire codes and ordinances, and all Federal, State and local laws. Unless Permittee's fuel trucks are licensed for road operation, an automotive fuel storage tank shall also be provided.
 2. Fuel storage tanks shall comply with all requirements of the Environmental Protection Agency, Federal Aviation Administration, and all other applicable Federal, State and local laws.
 3. Aircraft fuels will not be used to run mobile dispensing trucks.
 - b. Fuel storage tanks shall be above ground and in a location approved by the Airport Authority. Tanks shall conform with all applicable Federal, State and local standards, and recommendations of the National Fire Protection Association.

- c. Fuel storage tanks shall comply with requirements set out by the Environmental Protection Agency (EPA), the FAA, and all State of Colorado Environmental regulations.
 - d. All plans and specifications for tank farms, or tank farm improvements shall be prepared and presented to the Airport Authority and shall require approval by the Architectural Review Committee before any construction may begin.
6. **HAZARDOUS WASTE/CONTAMINATED FUEL**. The FBO shall store, handle and dispose of any hazardous waste or contaminated fuel in accordance with Federal, State and local laws, regulations and ordinances now or hereafter enacted. FBO shall bear all costs for cleanup of hazardous waste. All hazardous waste, including contaminated fuels, shall be disposed of off the airport property.

The FBO shall make available at the request of the Airport Authority or his designated representative, copies of all manifested waste and certification of approved sites.

7. **INSURANCE AND INDEMNIFICATION**

- a. **Fire Insurance.** During the full term of the Business License and lease, the Permittee shall, at its sole cost and expense, cause all improvements constructed or installed on Permittee's leased premises to be kept insured to the full insurable value thereof against the perils of fire, extended coverage, vandalism, explosion and like perils. Said insurance shall be procured from a company authorized to do business in the State of Colorado, and Permittee shall provide the Airport Authority with evidence satisfactory to the Airport Authority that such coverage has been procured and is being maintained.

The proceeds of any such insurance, paid on account of any of the perils aforesaid, shall be used to defray the cost of repairing, restoring, or reconstructing said improvements, as necessary; provided, however, that if the permit is canceled, such proceeds shall be paid to the Airport Authority for its exclusive use and benefit.

Property insurance policies required by this paragraph shall contain waiver of subrogation endorsements and shall provision that the Airport Authority shall be notified by the insurance company of any renewals, changes or cancellations of such insurance coverage by at least thirty (30) days written notice to the Airport Authority, and shall name the Greeley-Weld County Airport Authority as an additional insured.

- b. **Indemnification.** The Airport Authority shall stand indemnified by Permittee as herein provided. Permittee is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and the Airport Authority shall in no way be responsible therefor. Permittee covenants and agrees to indemnify, hold harmless and defend Airport

Authority, its officers, agents, servants and employees from and against any and all claims for damages or injury to persons or property arising out of or incident to the leasing of or the use and occupancy of the premises by Permittee, its employees, patrons, contractors of subcontractors, and Permittee does hereby assume all liability and responsibility for injuries, claims or suits for damages to persons or property of whatsoever kind or character whether real or asserted, occurring during the term of the Business License or lease in connection with the use or occupancy of the premises by Permittee, its employees, patrons, contractors or subcontractors. Permittee shall pay promptly when due all bills or charges for construction or maintenance as well as any other amounts due for material or services furnished in connection therewith, and Permittee shall indemnify the Airport Authority against any and all mechanics liens imposed upon the premises demised hereunder arising as a result of Permittee's conduct or inactivity.

Permittee shall promptly, after the execution of its lease, and prior to receiving a Business License from the Airport Authority, provide public liability insurance for personal injuries, including death, growing out of any on accident or other cause in a minimum sum of **One Million and No/100 dollars (\$1,000,000.00)** for one person, and **One Million and No/100 dollars (\$1,000,000.00)** for two or more persons, shall provide property damage liability insurance in a minimum sum of **One Million and No/100 dollars (\$1,000,000.00)** for property damage growing out of any on accident or other cause; shall provide products liability insurance in a minimum sum of **One Million and No/100 dollars (\$1,000,000.00)**, and shall provide hangar keeper's liability insurance in a minimum amount of **One Million and No/100 dollars (\$1,000,000.00)**.

Permittee shall maintain said insurance with insurance underwriters authorized to do business in the State of Colorado satisfactory to the Airport Authority. Permittee shall furnish the Airport Authority with a certificate from the insurance carrier showing such insurance to be in full force and effect during the entire term of the Business License and lease. Said certificates shall contain a provision that written notice of cancellation of any material change in said policy to the insurer shall be delivered to the Airport Authority thirty (30) days in advance of the effective date thereof, and said policy shall name the Greeley-Weld County Airport Authority as an additional insured.

8. **FEES**

- a. **Registration.** The Permittee shall be responsible for registering all fuel tanks with the appropriate Federal, State and local agencies, and any other agency now or hereafter requiring so, and be solely responsible for payment of all registration fees and other associated costs.
- b. **Fuel Flowage Fee.** For the privilege of securing the right to dispense aircraft fuels, Permittee shall pay to the Airport Authority a fuel flowage fee at the rate

established by the Airport Authority. Such fuel flowage fee rate may be adjusted by the Airport Authority at any time during the term of the Business License or lease, but in no case shall the rate be greater than that paid by any other Permittee or FBO on the Airport, excluding FBO services provided directly by the Airport Authority. Fees will generally be established for a period of at least 12 months, and 30 days notice prior to adjustment will be provided by the Airport Authority.

c. **Time of Payment.** Fuel flowage fees shall be due on the tenth (10) day of the month succeeding that in which the aircraft fuels were supplied to the Permittee, and shall be delinquent if unpaid before the tenth (10) day of each month.

9. **RECORDS OF PERMITTEE.** Permittee shall keep true and accurate records and books which shall show all fuel deliveries made to Permittee at said airport. Permittee's fuel supplier shall furnish monthly delivery reports to the Airport Authority upon request.

With the payment of fuel flowage fees, Permittee shall submit to the Airport Authority detailed statements of such fuel deliveries for the preceding calendar month. These statements shall be in a form and show such reasonable detail and breakdown as may be required by the Airport Authority.

10. **AUDIT.** Within thirty (30) days after the end of each of the Airport Authority's fiscal years, Permittee shall submit to the Airport Authority a detailed statement of total gallons of fuel delivered into the tank farm. Such statement shall be prepared by an independent Certified Public Accountant and any adjustment due on payments made during the previous year shall be accomplished at that time.

In addition, the Airport Authority shall have the right at any time during the term of its agreement with the Permittee to authorize an audit of Permittee records pertaining to its operation on the airport. Such audits shall be undertaken by an independent Certified Public Accountant, satisfactory to the Airport Authority. The cost of such audit shall be borne by the Airport Authority.

11. **CANCELLATION**

a. **Cancellation by Permittee.** Permittee's Business Licenses and leases shall be subject to cancellation or revocation after the happening of one or more of the following events:

1. The permanent abandonment of the airport.
2. The default by the Airport Authority in the performance of any covenants or agreement required to be performed by the Airport Authority and the failure of the Airport Authority to take reasonable action to remedy such default for a period of ninety (90) days after receipt from Permittee of written notice to remedy the same.

Permittee may exercise such right of termination by written notice to the Airport Authority at any time after the elapse of the applicable periods of time and the Business License and lease shall terminate as of that date, or other date established by the Permittee.

Upon cancellation, Permittee must submit an independent, certified engineering report indicating all facilities are in compliance with all Federal, State, and local regulations, including those pertaining to the fueling facilities.

b. **Cancellation by Airport Authority.** Business License and leases shall be subject to cancellation by the Airport Authority in the event of any of the following acts or omissions by the Permittee:

1. Be in arrears in payment of the whole or any part of the amounts agreed upon for a period of ten (30) days after the time such payments become due;
2. Make a general assignment for the benefit of creditors;
3. Abandon the demised premises;
4. Fail to replace any improvements which have been destroyed by fire, explosion, etc. within six (6) months from the date of such destruction;
5. Default in the performance of any of the covenants and conditions required herein to be kept and performed by Permittee, and such default continues for a period of thirty (30) days after receipt of written notice from the Airport Authority of said default;
6. Fall below or be in non-compliance with any Federal, State or local laws governing the occupancy or use of associated facilities such as hangars, offices, fuel tanks, etc.

In any of the aforesaid events, the Airport Authority may take immediate possession of the demised premises and remove Permittee's effects, forcibly, if necessary, without being deemed guilty of trespassing. Upon said entry, the Business License and lease will terminate. Any fees due shall be payable to said date of termination.

Failure of the Airport Authority to declare the permit terminated upon the default of Permittee for any of the reasons set forth herein, shall not operate to bar or destroy the right of the Airport Authority to cancel the Business License or lease by reason of any subsequent violation of the terms hereof.

12. **ASSIGNMENT, TRANSFER OR SUBLETTING.** The Permittee shall not assign, sublet or transfer its Business License or lease or any privileges herein contained, in whole or in part, without written prior consent of the Airport Authority.

It is specifically stipulated and agreed that Permittee will not enter into any tie-in agreements with other operators or sublet any of the rights herein whereby other operators share in the privileges or the services stipulated in the Business License or lease without the written consent of the Airport Authority.

11. **SUSPENSION OF BUSINESS LICENSE AND/OR LEASE**. During time of war or national emergency, the Airport Authority shall have the right to lease the landing area or any part thereof to the United States Government for military use. If any such lease is executed, any provisions of Permittee's Business License or lease which are inconsistent with the lease provisions to the Government will be suspended.
12. **ATTORNEY'S FEES**. In an action brought by the Airport Authority for the enforcement of the obligations of Permittee, the Airport Authority shall be entitled to recover interest and reasonable attorney's fees.
13. **TAXES**. The Permittee is solely responsible for the payment of any taxes or assessments which may be lawfully levied against Permittee's occupancy or use of the demised premises or any improvements placed thereon as a result of Permittee's occupancy.
14. **RELOCATION OF IMPROVEMENTS**. In the event that the Airport Authority requires any of the leased premises, including the tank farm, for expansion or development of the airport, the Airport Authority reserves the right to relocate or replace the improvements made by Permittee to substantially similar facilities generally comparable at another location on the airport.
15. **SUBORDINATION OF AGREEMENT**. The Permittee Business License and lease shall be subordinate to the provisions of any existing or future agreements between the Airport Authority and the United States of America relative to the operation or maintenance of the airport, the execution of which has or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

ARTICLE XVIII - OFF AIRPORT ACCESS

This Article shall be known and may be cited as the Greeley-Weld County Airport Access Policy, or "Access Policy". This Access Policy shall apply to any person, firm or corporation desiring aeronautical access to the runways and taxiways of the airport from property adjacent to the airport, but not a part of or owned by the airport.

1. **DEFINITIONS**. The following terms as used in this Article shall have the following meanings:
 - a. **Access Area**. Shall mean the entire portion of an off-airport parcel that is used by the off-airport user for aeronautical purposes, including buildings, hangars, driveways, parking areas, aircraft aprons, taxiways/taxilanes, landscaping or other uses.
 - b. **Access Permit**. Shall mean that document approved by the Authority granting aeronautical access to the airport by an Off-Airport User, subject to the provisions of this Article.
 - c. **Access Taxiway or Taxilane**. Shall mean an aircraft taxiway or taxilane located on property other than the airport that connects into a taxiway or taxilane on the airport and that is constructed for the purpose of allowing aircraft to taxi between the airport and off-airport parcel(s).
 - d. **Off Airport Parcel**. Shall mean any tract of land or portion thereof not located on the airport that abuts or will abut an Access Taxiway or Taxilane as such may exist from time to time.
 - e. **Off Airport User**. Shall mean an owner or user of an off-airport parcel who desires to operate aircraft directly between its off-airport parcel and the airport.
2. **ACCESS RIGHT**. Access to the airport is granted to off-airport users, subject to the terms and conditions of this Article and of the Access Permit granted to each off-airport user. The access granted shall be for the purpose of allowing the off-airport user to conduct aviation related activities and aircraft operations on the access area, so that it will have unobstructed access to the airport taxiways leading to runways, for the purpose of maneuvering, taking off, and landing of aircraft. The access right may be revoked by the Authority for failure to comply with the provisions of these Articles, the Airport Rules and Regulations, Storm Water Management Plan, or other policies and provisions of the airport.
3. **OFF AIRPORT PARCEL USES; ACCESS TAXIWAYS; PERMITTED AND PROHIBITED USES**.
 - a. **Access Area**. The Authority, FAA, State of Colorado Division of Aeronautics, or any other regulatory authority shall have the right to enter the access area to inspect or perform other regulatory requirements. All safety and operational rules

and regulations applicable to the operation of the airport shall be applicable to the access area.

- b. An off-airport user may construct access taxiways to connect its parcel with airport taxiways. The number, exact location and configuration of the access taxiways will be determined from time to time by the off-airport user, subject to the approval of the Authority and the FAA. Access taxiways will be made available for use by other off-airport users abutting any portion of such access taxiways, it being the intent of the Authority to maximize the number of off-airport users that can take advantage of the access taxiway.

Plans and specifications for access taxiways shall be approved by the Authority prior to construction, and shall be designed and constructed to meet the same standards for taxiway construction as those for airport taxiways.

- c. After completion of construction, inspection and approval by the Authority, that portion of the access taxiway on airport property shall be dedicated to the Authority, and maintained by the Authority. Those portions of access taxiways off the airport property shall be maintained by the off-airport user. The off-airport user shall maintain those portions of the access taxiway off airport property in accordance with commercial aviation standards for maintenance of public taxiways.
- d. All commercial aviation activities, as outlined in these Articles, will be operated only on the airport premises. No commercial aviation business offering to the general public will be permitted to operate on an off-airport parcel. Such commercial aviation businesses include but are not limited to: fixed base operator services, aircraft rental, aircraft sales, aircraft paint services, airframe and powerplant repair, air taxi service, aerial applications, flight training, flying clubs, radio, instrument or propeller repair services, restaurant services, specialized commercial flight operations, or any other type of commercial activity capable of being performed on airport property.
- e. An off-airport user shall be permitted to conduct aviation activities from an off-airport parcel which support the off-airport user's own aircraft, such as storage, training, maintenance, self fueling, operation of a corporate flight department, and other incidental activities, including those activities that are associated with an off-airport user's aviation related activities business of manufacturing, distribution, etc. Activities on off-airport parcels are subject to all City of Greeley or Weld County zoning ordinances as applicable.
- f. Self fueling operations on an off-airport parcel are subject to the provisions of these Articles for Non-Public Fuels Dispensing.

- g. Development and improvements on off-airport parcels that access the airport must be in compliance with the Greeley-Weld County Airport Comprehensive Development Plan (CDP).
- h. Access to the airport from off-airport parcels used for residential purposes will not be permitted.

4. **ACCESS PERMIT.**

- a. **Application; Granting of Permit.** Any off-airport user who desires access to the airport from an off-airport parcel shall apply to the Authority for an access permit. The off-airport user shall deliver to the Airport Director a survey plat of the access area, including a computation of the size of the access area in square footage on that user's off-airport parcel. Additional information will be provided as detailed in the application, and the off-airport user shall clearly show how he/she intends on complying with the CDP.
- b. **Conditions for Granting; Access Permit Granted.** The Greeley-Weld County Airport Authority Board Architectural Review Committee (Review Committee) shall review the application for compliance with the CDP and other requirements as set forth in these Articles and make a recommendation to the Board of Commissioners as to the issuance of an access permit. The granting of an access permit shall entitle the holder to commence using the right granted in paragraph 2. The permit shall continue in effect until the sale, transfer or assignment of the off-airport parcel, or until revoked by the Authority.
- c. **Assignment of Access Permit.** The access permit may not be sold, transferred or assigned without approval of the Authority.
- d. **Contents of Permit; Amendment of Permit.** The access permit shall specify the size of the access area and the initial fee to be charged pursuant to this Article. An off-airport user shall have the right to change the access area on its off-airport parcel from time to time provided that such user notifies the Authority of such change, and provides a new survey of the revised access area, and applies for an access permit for such revised access area, which permit shall be issued if such revised access area complies with the provisions of this Article. The fee shall be adjusted appropriately due to any change in the access area.
- e. **Revocation; Reinstatement.** The Authority may revoke the access permit of any off-airport user who either (1) fails to pay its applicable fee or otherwise to comply with any provision of this Article, with such failure not being corrected within 10 days after written notice thereof is given by the Airport Director to such user, or (2) fails to pay prior delinquency, the lawfully assessed and levied City or County taxes on its off-airport parcel.

Any access permit that has been revoked shall be reinstated upon payment of such fee, the correction of any such non-compliance or the payment of such taxes plus all penalties and interest, as applicable. The Authority reserves the right at its sole discretion to permanently revoke the access permit, notwithstanding the provisions of this paragraph, if such revocation is due to multiple instances of non-compliance with this Article.

- f. **Prohibition Against Un-permitted Access; Penalty.** It shall be unlawful for any person to utilize an access right unless such person holds a valid access permit.
- g. **Multiple Off-Airport Users; Single Parcels.** Separate commercial entities operating on common off-airport parcels shall be treated as separate off-airport parcels. Each commercial entity shall apply for and obtain its own access permit as outlined in this Article, and be directly responsible for the associated fees.

5. **ACCESS PERMIT FEE; TIME FOR PAYMENT; AMOUNT OF FEE.**

- a. **Permit Fee; Time of Payment.** At the time of issuance of an access permit pursuant to this Article, off-airport users shall be charged a permit fee (fee). No other fee shall be charged for use of the access right, except as otherwise stated in this Article. The fee shall be payable beginning on the effective date of such users access permit and thereafter for so long as the access permit remains effective. The fee shall be charged on a calendar year basis and shall be prorated for any partial year to the first day of the month in which the access permit became effective. The fee due by such user shall be due on January 1st of each year for the following year. The fee shall be subject to late charges as established and from time to time revised by the Authority, if not paid within 10 days of the date due.
- b. **Permit Fee; Amount.** The annual fee in any first year during which such users access fee is effective shall be the greater of either (1) an amount equal to the total square footage contained in the access area multiplied by the current airport Ground Rental Rate, or (2) the minimum fee in effect for that year. Thereafter, the permit fee amount shall be adjusted each year by an amount not to exceed the point change in the Consumer Price Index (CPI) for the Denver Urban Area, as announced by the U.S. Department of Labor from one year to the next.
- c. **Other Fees.** In addition to the fee, an off-airport user conducting self-fueling in accordance with the policy on Non-Public Fuels Dispensing as contained in these Articles, will pay the uniform fuel flowage fee established and revised from time to time by the Authority for any fueling operations on the airport. The off-airport user shall also pay a Business License fee if applicable.

ARTICLE XIX - RADIO, INSTRUMENT, OR PROPELLER SERVICES

Any person, Airport Tenant, Airport Tenant Sublessee or FBO desiring to engage in radio, instrument or propeller services must hold an FAA Repair Station Certificate and ratings for same, and as a minimum provide the following:

5. **FACILITY**. Construct or lease within 12 months, land area and buildings that will provide adequate space to house office, storage, and minimum shop and hangar space as required for the activities conducted or for FAA Repair Shop Certification (if applicable).
2. **PERSONNEL**. A minimum of one (1) certificated technician qualified in accordance with the terms of the FAA Repair Station Certificate.
3. **INSURANCE COVERAGE**. As specified in Article XV contained in this document.

ARTICLE XX - RESTAURANT SERVICES

Any person, Airport Tenant, Airport Tenant Sublessee or FBO desiring to engage in restaurant or food service activities, must provide at a minimum:

1. **LAND & BUILDINGS**. Construct or lease, prior to commencement of the proposed services, adequate space for the following:
 - a. Kitchen facilities including sinks, stoves, ovens, refrigerator/freezers and other appliances necessary to carry out the proposed services.
 - b. Dining area to accommodate a minimum capacity of 20 persons simultaneously, including tables and chairs.
 - c. Storage of other food, supplies, equipment, and other items incidental to the proposed services.
 - d. Adequate vehicle parking area to accommodate customer parking needs.
2. **PERSONNEL**. An adequate number of employees to handle cooking and waiting duties during the most busy time period of the average day. Employees may have multiple duties.
3. **LICENSES**. Possession of a current State of Colorado License to Operate a Food Service Establishment, Sales Tax License, and all other applicable licenses required by State or local laws is required. All licenses must be displayed in a conspicuous location and obtained prior to commencement of the proposed services. All applicable health laws and practices as established by Federal, State or local laws will be adhered to at all times.
4. **INSURANCE COVERAGE**. As specified in Article XV contained in this document.

ARTICLE XXI – SKYDIVE CLUBS

In addition to the minimum standards set forth in Article XXII - Skydive Operator, All skydiving clubs desiring to base their aircraft at the Greeley-Weld County Airport must comply with the following requirements.

1. The skydiving club shall be a registered not for profit or non-profit corporations, association or partnership organized for the express purpose of providing its members with skydiving aircraft rides for their personal use and enjoyment only. The property rights of the members of the club shall be equal and no part of the net earnings of the club will inure to the benefit of any member in any form (salaries, bonuses, etc.). The club may not derive greater revenue from the use of its skydiving aircraft than the amount necessary for the operations, maintenance and replacement of its skydiving aircraft.
2. The skydiving club may not offer or conduct any services to those other than their members. They may not conduct skydiving or aircraft flight instruction except for regular members and only members of the skydiving club may act as pilot in command of the skydiving aircraft.
3. Members may compensate other members for flying or skydiving services, however, no service can be performed for the benefit of a non-member, except for occasional operations conducted pursuant to FAR Part 91 when the costs are shared with the member.
4. Any qualified mechanic and/or flight instructor who is a registered member and part owner of the skydiving aircraft owned and operated by the skydive club shall not be restricted from doing maintenance and/or giving instruction in aircraft owned by the club. Mechanics and instructors may be compensated by credit against payment for dues or club services, provided however that the mechanic or instructor is not a full time employee of the club.
5. The skydiving club and their members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of such club at the airport, except that said skydiving club may sell or exchange its capital equipment.
6. The skydiving club shall abide by and comply with all Federal, State and local laws, ordinances, regulations, and the Rules and Regulations of the Greeley-Weld County Airport Authority, including the Minimum Standards.
7. The skydiving club, with its request for a Business License, shall furnish the Airport Authority with a copy of its by-laws, articles of incorporation/association, partnership

agreement or other documentation supporting its existence; evidence of insurance in the form of a Certificate of Insurance provided to the Airport Authority with the Airport Authority named as an additional insured.

8. The skydiving club, upon request by the Airport Authority, shall provide satisfactory evidence of all club income and expenses and evidence of ownership of aircraft.

ARTICLE XXII –COMMERCIAL SKYDIVE OPERATOR

Skydiving activities, the aircraft facilitating those activities, and employees of the skydive operation are required to maintain applicable training and licensure according to the most current Federal Aviation Regulations (FARs) such as Part 61, Part 65, Part 91, Part 105 and 119. Membership in the United States Parachute Association (USPA) is not required to operate at the Greeley-Weld County Airport however, skydiving operators operating out of the airport are encouraged to follow safety guidelines (Basic Safety Requirements; BSR) as established by USPA in their Standard Operating Procedures (SOPs).

Except in emergency situations, skydive parachute landings should occur on the designated Parachute Landing Area (Appendix C). The skydive operator shall implement procedures within their SOPs for skydivers to safely remove themselves from the movement area until they can be retrieved. Any instance of a skydiver landing on the Greeley-Weld County Airport outside of the defined area, shall be reported to the Airport Director or designee within seven days. At no time shall any skydiver, spectator, or associated vehicle be allowed within the Movement Area as defined in Article I: Section 1-19 of the Airport Rules and Regulations. If a skydiver unintentionally drifts onto or in one of these areas, the skydive operator must get approval from the Airport Director to retrieve the skydiver. Skydive operators dropping skydivers onto the airport's designated parachute landing area will be required to enter into a non-exclusive lease agreement for the area.

In addition to the above requirements, any skydive operator desiring to engage in parachute jumping onto the Greeley-Weld County Airport must comply as a minimum the following requirements:

1. **LAND.** Sufficient area for the proposed operations including automobile parking, training, aircraft tie-downs and/or hangar space to accommodate leased or owned aircraft and associated activities.
2. **BUILDINGS.** Lease or construct within 12 months, adequate space to provide classroom, briefing room, parachute packing, rest rooms, and public use telephone. The above mentioned floor space shall be sufficient to accommodate the requirements of its program and the number of passengers typically using the facility.

The Skydive Operator, with prior written consent, may be granted permission to utilize the public airport terminal building for these purposes, in lieu of leasing or constructing other facilities that meet the requirements of Paragraph 1 or 2. In such cases, use of the public airport terminal building for these purposes will be subject to any special rates and charges that may now or hereafter be established for such usage. In such cases, the operator is required to maintain an adequate office and working telephone for the operation of its business.

3. **PERSONNEL.** A minimum of one (1) properly certificated Commercial Pilot, properly rated for the aircraft to be used and meeting the requirements of all appropriate FAA regulations and applicable State and local regulations.

4. **AIRCRAFT**. At least one (1) leased or owned properly certificated aircraft equipped for the type of operation being conducted.
5. **INSURANCE COVERAGE**. As specified in Article XV contained in this document.
6. **BUSINESS LICENSE**. A skydive operator must possess a Business License approved by the Authority.
7. **OTHER REQUIREMENTS**. The following requirements are made concerning the activities of a skydive operator.
 - a) Obtain the written permission of the Airport Director.
 - b) Provide and follow a set of standard operating procedures of skydiving operations to be approved by the airport authority board.
 - c) Coordinate its operations with airport staff as well as other skydiving operators at the airport.
 - d) Coordinate in advance with the Airport Director to issue a Notice of Airman (NOTAM) as appropriate. Shall have qualified staff to effectively communicate with Air Traffic in the area via a UNICOM radio at all times during the parachuting operations.
 - e) All contracting tandem instructors will be required to provide evidence of their certification to Airport Director, if requested.
 - f) A voluntary release of rights or a waiver of liability shall be signed and a copy thereof shall be provided to the Greeley-Weld County Airport Authority for each skydiver performing parachuting operations. At no time shall an individual jump without a waiver being signed. A copy of the waiver must be provided to and approved by airport counsel.
 - g) Greeley-Weld County Airport Authority will not be held responsible for any accident because of negligence of the skydive operator or skydiver and the skydive operator shall indemnify and hold harmless the Greeley-Weld County Airport from any liability whatsoever.
 - h) Passengers must be escorted onto ramp by designated employee of the skydive operator. Passenger loading shall be conducted on a ramp suitable for the safe and efficient use of aircraft operations. At no time will passengers load within any taxiway, runway, or run-up area.
8. **NON-COMMERCIAL SKYDIVE OPERATORS**. Based tenants seeking to utilize the airport for skydive operations for their own uses are required to follow all parts of this article except part 6. A non-commercial skydive operator is herein defined as an operator seeking to perform skydiving operations for their own personal use and

enjoyment. No service can be performed for the benefit of an individual not associated with the non-commercial skydive operator, except for occasional operations conducted pursuant to FAR Part 91 when the costs are shared with the non-commercial operator.

ARTICLE XXIII - SPECIALIZED COMMERCIAL FLIGHT SERVICES

Any person, Airport Tenant, Airport Tenant Sublessee or FBO desiring to engage in specialized commercial flight activities, including but not limited to:

Banner towing and aerial advertising
Aerial photography or survey
Firefighting/fire patrol
Power line/pipeline patrol
Any other operation specifically excluded from Part 135 of the FAA regulations.

Those engaged in the above activities shall provide as a minimum the following:

1. **LAND.** Sufficient aircraft apron and/or hangar space to accommodate leased or owned aircraft. Land area should be capable of providing facilities for auto parking, paved hangar apron and other area as needed to perform the operations contemplated.
2. **BUILDINGS.** Lease or construct within 12 months, adequate space for office and rest rooms. If aircraft maintenance is to be performed on site, a building space is required for shop and storage space.
3. **PERSONNEL.** A minimum of one (1) properly certificated Commercial Pilot with the appropriate ratings for the aircraft to be flown and the operations to be conducted.
4. **AIRCRAFT.** A minimum of one (1) properly certificated aircraft meeting the requirements for the operations to be conducted.
5. **INSURANCE COVERAGE.** As specified in Article XV contained in this document.

The Airport Authority reserves the right to establish additional requirements for those specialized commercial flight activities not specifically listed in this Article.