

# **Central Colorado Regional Airport**

## **Buena Vista, Colorado**



# **Airport Minimum Standards**

**The primary mission of the Central Colorado Regional Airport is to promote and meet the aviation needs of Buena Vista and Chaffee County, providing aerial access for private, business, and corporate, military and emergency aircraft in a safe and efficient manner. The Airport also enhances the desirability of Buena Vista and Chaffee County for businesses, offices and manufacturing facilities by providing a welcoming entry point for tourism, executive visits, raw materials, components and finished products. Continued support of personal transportation, recreational and instructional flying will be maintained and is an element of the Airport's mission.**

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# Overview

## 1. Definitions

The following terms, phrases and words used in this document, as applied to these minimum standards, shall have meanings as defined in this section.

*Aeronautical activity* means any activity conducted on Airport property, which makes possible or is required for the operation of an aircraft or contributes to or is required for the safe operation of an aircraft, including but not limited to all activities or services commonly conducted on airports. The following activities are considered to be aeronautical within this definition: charter operations, air taxi, pilot training, aircraft rental, sightseeing, aerial surveying, aerial photography, crop dusting, aerial applications, flying clubs, aerial advertising, air carrier operations, medical evacuation, aircraft sales and or service, sale of aviation petroleum products, repair and or maintenance of aircraft, sale of aircraft parts, accessories, communication and or navigation equipment, and any other activities that, because of their direct relationship to the operation of an aircraft, can appropriately be regarded as an aeronautical activity or service.

*AIM* means Airman's Information Manual.

*Aircraft* means a vehicle that is used or, intended to be used for flight within the atmosphere and subject to regulation by the Federal Aviation Administration.

*Airport* means an area of land or water that is used, or intended to be used, for aircraft takeoff and landing. It includes any appurtenant areas used, or intended to be used, for airport buildings or other airport facilities or rights-of-way, together with all airport buildings and facilities located thereon. It also includes any heliport.

*Airport Advisory Board* means a board consisting of up to seven members and possible additional non-voting appointees of the Town Trustees to: 1.) Serve as a liaison between the Town and the Federal Aviation Administration on all matters pertaining to the operation of the Airport. 2.) Review the operation and facilities of the Airport and make recommendations thereon to the Town Trustees. 3.) Perform other functions and duties as the Town Trustees may assign to the Board.

*Airport Commercial Lease* means the written agreement between a commercial operator and the Town in which the Town grants a non-exclusive right to conduct commercial activity on Town-owned property at the Airport.

*Agreement to lease* means a written agreement between the Airport and an entity granting a concession that transfers rights or an interest in property, or otherwise authorizes the conduct of certain non-exclusive activities.

*Airport District Office (ADO)* means FAA offices that are outlying units or extensions of regional airport divisions. They advise and assist airport sponsors with funding requests to improve and develop public airports. They also provide advisory services to the owners and operators of both public and private airports in the operation and maintenance of airports.

*Airport Operations Manager* means the Town Administrator or his/her designee who has direct supervisory and functional responsibility for the operation and maintenance of the Airport.

*Airport Sponsor* means either a public agency or a private owner of a public-use airport that submits to the FAA an application for financial assistance (such as Airport Improvement Program (AIP) grants) for the airport. In accepting an application for financial assistance, the FAA will ensure that the airport sponsor is legally, financially, and otherwise able to assume and carry out the certifications, representations, warranties, assurances, covenants and other obligations required of sponsors, which are contained in the Airport Improvement Program (AIP)/Federal grant agreement and property conveyances.

*Airside* means that portion of the airport intended for operation and parking of aircraft and includes parking aprons, taxiways, runways and safety areas.

*Basing* means the regular or routine use of the Airport for aeronautical activities. Basing occurs when one or more of the following conditions are met:

1. An aircraft is based at and operated from the Airport.
2. Supplies, equipment, facilities, or personnel are offered commercially to the public for aircraft servicing or maintenance at the Airport.

*Commercial Activity* means any activity not related to aviation, the purpose of which is to secure earnings, income or profit. Examples would be, but not limited to: ground transportation, restaurants, parking lots or concessions.

*Commercial Lessee* means the holder of an airport commercial lease.

*Commercial Aviation Service Operator, (CASO)* means any person, persons, firm, or corporation engaging in any activity defined as an aeronautical activity.

*Commercial Self-Service Fueling* means a fueling concept that enables a pilot to fuel an aircraft from a commercial fuel pump installed for that purpose by an FBO or the airport owner. The fueling facility may or may not be attended.

*Director of Airport Operations* means the designee of the Town Administrator who has direct supervisory and functional responsibility for the operation and maintenance of the airport.

*Exclusive Right* means a power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right. An exclusive right can be conferred either by express agreement (i.e. lease agreement), by the imposition or unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights, would be an exclusive right.

*FAA* means Federal Aviation Administration.

*FAR* means Federal Aviation Regulation.

*Fixed Based Operator (FBO)* means an entity that is authorized and required by agreement with the Airport to provide, at a minimum, the following aeronautical activities at the airport: sale of aviation jet fuel, aviation gasoline, oil, tie-down and ramp parking, hangaring, ramp service, aircraft towing, pilot services, including restrooms, office space, flight planning, weather information, aircraft towing and parking, aircraft maintenance and repair.

*Flying Club* means nonprofit entities organized for the purpose of providing its members with aircraft for their personal enjoyment only. Aircraft must be in the name of the club or owners on a pro-rata share. The club may not derive a profit from the use of the aircraft. The club may collect only enough funds to cover the costs to insure, operate, maintain and replace the aircraft.

*Independent Operator* means an individual or entity not based at the Airport that provides services at or from the Airport.

*Line service* means the into-aircraft delivery of fuels, oils and other lubricants, ramp service assistance, towing, parking, storage and tie-down of aircraft.

*Improvements* means all buildings, structures and facilities including pavement, fencing, signs, and landscaping that is constructed, installed or placed on, under, or above any leased area.

*Minimum Standards* means the criteria established by the Airport owner as the minimum requirements that must be met by businesses in order to engage in providing on-airport activities or services.

*Motor vehicle* means any vehicle other than an aircraft that is motorized.

*NOTAM* means "Notice to Airmen".

*NTSB* means National Transportation Safety Board.

*On-demand flying service* means commercial flying activities other than airline activities. Examples are crop dusting, flight instruction, air taxi and air ambulance.

*Self-Fueling and Self-Service* means the fueling or servicing of an aircraft (i.e. changing the oil, washing) by the owner of the aircraft with his or her own employees and using his or her own equipment.

*Specialized Aviation Service Operations (SASO)*, means an aeronautical business that offers a single or limited service. SASOs are sometimes known as single-service providers or special FBOs performing less than full services. These types of companies differ from a full-service FBO in that they typically offer a specialized aeronautical service such as aircraft sales, flight training, aircraft maintenance, or avionics services for example.

*Tenant* means any person, firm or corporation leasing property at the Central Colorado Regional Airport.

*Through the Fence Operations (TTF)* means those activities permitted by an Airport sponsor through an agreement that permits access to the public landing area by independent entities or operators offering an aeronautical activity or to owners of aircraft based adjacent to, but not a part of, the Airport property.

\*Commercial TTF operators must comply with Airport Minimum Standards.

*Town* means the Airport sponsor, The Town of Buena Vista, Colorado.

*Town Administrator* means the chief of the Town staff and is responsible to the Town Trustees.

*UNICOM* means an air/ground radio communication station operated in accordance with the Aeronautical Information Manual on the common traffic advisory frequency assigned for use at the Airport by the FAA and the Federal Communications Commission.

## **2. Authority of the Town**

The Town Administrator or his/her designee shall at all times have the authority to take necessary and legal actions required to ensure compliance with the provisions of: leases, licenses, permits and other written agreements between the Town and persons or businesses at the Airport. These Minimum Standards and other published policies, rules or regulations established by Town Trustees which apply to the Airport and those responsibilities levied on the Town by Federal or State governments in regards to Airport management will be used to ensure such compliance.

The Town Trustees may establish by resolution those fees and charges, and those terms and conditions it deems appropriate and applicable to Airport use.

### **3. Requirements for an Airport Ground and/or Building Lease**

Any person wishing to establish a lease with the Town for private or commercial use of Airport property must enter into a written lease agreement with the Town. The Town Trustees may establish standard terms and conditions for such agreements. Such terms and conditions may contain, but not be limited to, those standards contained in the Rules and Regulations, Minimum Standards and Town zoning ordinances.

Any and all new Airport buildings, hangars or modifications to existing structures will meet all building codes, zoning regulations, be pre-approved by the Town, as to dimension, material and design and have an approved FAA Form 7460 (Notice of Proposed Construction), prior to start of construction.

The Town Administrator may authorize an interim or emergency agreement with public agencies to occupy or use Town owned improvements. Examples suitable for such authorizations are military or law enforcement activities, temporary occupancy during natural disasters and/or accident investigations.

All users of the Airport shall submit to the Town Administrator any report or reports of their operation as required by the Town Trustees. All persons at the Airport shall provide, upon a request by the Town Administrator, proofs of compliance with the provisions of this ordinance. Such proof includes but may not be limited to: business registration with the Town, insurance as required by this document, permits issued by Federal or State agencies, if such permitting is required by those agencies, FAA certificate of aircraft registration, pilot's license, or other reasonable documentation of aircraft ownership and a non-discriminatory list of prices and services charged by commercial operators.

**Sections 4-19** are reserved for future Standards

# Standards

## **20. Minimum Standards for Commercial Airport Activity and Service Providers**

The FAA, Order 5190.6A specifies the grant application obligations assumed by operators of public airports, which have received FAA grant assistance. The owner/operator is required to operate the Central Colorado Regional Airport, (hereinafter referred to as the "Airport") for the benefit and use of the public without discrimination.

The Minimum Standards in document AC 150/5190-7 contain the guidelines for developing the minimum entry requirements for anyone wishing to provide for commercial aeronautical services to the public at the Airport. No person will be granted the right to conduct any commercial activity or to use any land at the Central Colorado Regional Airport unless such activity is conducted in accordance with these Minimum Standards, Rules and Regulations and Town zoning ordinances as written or hereinafter amended. The execution of a valid contract or lease to conduct such commercial activity with the Town shall be required. Upon adoption of these standards, present operators shall provide proof of compliance within 90 days.

## **21. General Standards**

All commercial activities shall be furnished to the public on a fair, equal and non-discriminatory basis. Prices for all such services shall be clearly posted. This does not preclude reasonable and non-discriminatory discounts, rebates or similar price reductions to volume purchasers and other worthy entities.

No entity shall base a commercial aeronautical activity at the airport unless the entity and the Town have entered into a valid agreement. The agreement will contain the terms and conditions under which the activity will be conducted at the Airport, including but not limited to: duration of the agreement, rentals, fees, charges, rights and obligations of all parties, terms of extension and termination of the agreement.

Self-fueling and other self-services cannot be contracted out to another party. Self-fueling implies using fuel obtained by the aircraft owner from the source of his/her preference. As one of many self-service activities that can be conducted by the aircraft owner or operator by his or her own employees using his or her own equipment, self-fueling differs from using a self-service fueling pump made available by the airport, an FBO, or an aeronautical service provider. The use of a self-service fueling pump is a commercial activity and is not considered self-fueling as defined herein.

In addition to self-fueling, other self-service activities that can be performed by the aircraft owner with his or her own employees includes activities such as maintaining, repairing, cleaning, and otherwise providing service to an aircraft, provided the service is performed by the aircraft owner or his/her employees with resources supplied by the aircraft owner.

## **22. Aeronautical Commercial Lease**

The following commercial activities will be permitted with a valid lease/contract subject to Federal, State and local requirements: 1.) Aircraft manufacture, maintenance, repair, storage, painting and washing. 2.) Manufacture, modification, repair and reconditioning of new and used parts. 3.) Flammable liquid storage and/or sales, to include the dispensing of aircraft fuel. 4.) Storage of aircraft and parts. 5.) On-demand flying services including aerial photography or survey, glider towing, agriculture operations, aircraft charter operations, aircraft rental, banner towing, corporate flight operations, dropping objects from aircraft, fire-fighting, independent flight instruction and instruction under FAR part 141 or 61, parachute jumping and sightseeing flights.

Aircraft Engine/Accessory Repair and Maintenance – the applicant for an on-airport repair station is subject to the regulatory requirements under 14 CFR Part 145 *Repair Stations*.

A holder of an Airport commercial lease will only be authorized to conduct those activities approved in the lease.

## **23. Non-Aeronautical Commercial Lease**

The following commercial non-aeronautical activities shall be permitted with a valid lease/contract subject to Federal, State and local regulations include, but not limited to: 1.) Restaurants, food service and catering. 2.) Transportation services, including rental cars, buses and taxis; 3.) Non-aviation related vehicle and equipment storage. 4.) Any other non-aviation related business.

## **24. Fees and Charges**

The Town shall establish those fees, charges and terms and conditions applicable and appropriate to Airport commercial leases. Failure to pay approved fees and charges in a timely manner as prescribed by the Town shall be considered a violation of this ordinance as is indicated in Section 31.

## **25. Applications and Qualifications**

Demonstration of intent to conduct a commercial operation at the Airport shall be by application to the Town and shall contain the following:

1.) For those businesses based at the Airport the nature of the business including a proposed business plan appropriate to the enterprise, the legal names of all parties owning an interest in the business, name, address, email address and telephone number of contact person, a current financial statement, credit references, and an agreement to provide bond or guarantee of sufficient funds consistent with the demands of the proposed activity is required.

Written authorization to the Town Administrator to obtain information from the FAA, State, Federal or any other aviation activity with which the applicant has engaged in aviation business or activity is required.

Proof of liability coverage for the current amount established by the Town and sufficient for the stated purpose of the business with the Town named as additionally insured is required.

2.) For Independent Operators based off the Airport and from time to time using the Airport in conducting their business an executive summary of the business, the legal names of all parties owning an interest in the business, name and address of contact person, a written authorization to the Town Administrator to obtain any necessary information from the FAA, State, Federal or any other aviation activity with which the applicant has engaged in aviation business or activity. Proof of liability coverage for the current amount established by the Town and sufficient for the stated purpose of the business with the Town named as an additionally insured, is required.

All applicants are encouraged to review the Rules and Regulations and applicable Town zoning ordinances in addition to this document that govern any and all activities at the Central Colorado Regional Airport.

All applications will be delivered to the Town Administrator or his/her designee who will review them and will forward applications to the Airport Advisory Board for their comments/recommendations. The application will then be presented to the Town Trustees for their approval.

A Town business license will be required of all entities conducting business at the Airport.

## **26. Action on Applications**

All applications will be reviewed and acted upon appropriately by the Town within 60 days from receipt of the application. Denial of the application may be for one or more of the following reasons:

1. The applicant does not meet qualifications, standards and requirements of minimum standards.
2. The proposed operation or construction will create a safety hazard at the Airport.
3. The granting of the application would require expenditure of Town funds, labor or materials.
4. There is no appropriate space for the activity.
5. The proposed operation or construction does not comply with the Airport Layout Plan.

6. The development will result in the undue interference with an existing operator.
7. False information or misrepresentation of fact or failure to make full disclosure.
8. The proposed project does not satisfactorily fit with the Town Comprehensive Plan or zoning regulations applicable to that parcel of land.

## **27. Minimum Standards for Fixed Base Operators (FBOs)**

Only an approved FBO with a lease with the Town may offer the sale of aviation jet fuel, aviation gasoline and oil. All FBOs will meet this document's definition of an FBO and have the equipment and facilities to offer the following minimum services: the sale of jet fuel, aviation gas and oil, ramp parking for multiple aircraft, ramp service and towing, hangar storage for multiple aircraft, office space, pilot services, restrooms as well as flight planning and weather information capabilities.

The FBO will be open seven days a week, with the exceptions of Thanksgiving, Christmas and New Year's Day at the discretion of the FBO, with hours of at least 8:00AM to 5:30PM Monday, Tuesday, Wednesday and Thursday and 8:00AM to 6:00PM Friday, Saturday and Sunday from May 15<sup>th</sup> to September 15<sup>th</sup> and 8:00AM to 4:30PM September 16<sup>th</sup> to May 14<sup>th</sup>. The FBO will be allowed to charge for after-hours services as posted or advertised.

If the FBO has fuel storage and/or fuel trucks/trailers they must comply with all Federal and State regulations for Jet-A and Avgas fuels. The trucks or trailers must be commercially manufactured. An FBO that does not have fuel trucks or trailers must have the capability to safely tow aircraft to a fuel pump.

The FBO may amend the agreement to provide additional services that comply with these standards, subject to the approval of the Town Trustees.

The FBO lease will specify the minimum services to be performed. The lease shall specify the duration and conditions of renewal. The lease will also describe the facilities and area for which the FBO will be solely responsible.

## **28. Minimum Standards for a Commercial Aviation Service Operator (SASO)**

A SASO will obtain approval to operate, via application, and then enter into a lease contract with the Town to operate at the Airport as a business that offers one or more services as listed to the public. A SASO must be approved in writing by the Town to operate on leased Airport property or in a leased Airport facility. The lessee must comply with all minimum standards.

## **29. Environment**

Any FBO, SASO, persons or firms operating at the Airport must comply with all current Federal, State and local environmental requirements at the Airport.

## **30. Security**

All FBO, CASO, persons or firms operating at the Airport must comply with all current Federal, State and local security requirements at the Airport.

## **31. Enforcement of Minimum Standards**

Violation of any terms, requirements, conditions, standards or prohibitions of these minimum standards by any entity, with or without an agreement, contract or lease with the Town, may be punished in accordance with Federal, State or local laws. A violation may be used as grounds to terminate any existing agreement with the Town.

**Sections 32-40** are reserved for future Standards

# Emergencies

## **41. Emergency response.**

No part of this document shall be construed by any person to prevent emergency assistance by any person(s) to any other person(s) in the event of an emergency. All aeronautical operations at the Airport will be conducted with due consideration to the safety of other persons and property located at the Airport. Only aircraft, official vehicles and emergency vehicles are permitted on the active airfield of the Airport.

**Sections 42-60** are reserved for future Standards

# Miscellaneous

## **61. Clubs and Organizations**

Non-profit clubs and organizations shall enter into a written agreement with the Town prior to basing offices, facilities, personnel or aircraft at the Airport. Only clubs or organizations possessing a tax exemption from the Internal Revenue Service or registered as a Colorado non-profit corporation may be permanently based at the Airport.

Non-profit clubs will not offer goods or services in competition to existing “for-profit” businesses on the airport or to any person other than a member. Educational services such as orientation flights may be offered at cost. Non-profit clubs may sell or exchange equipment and or facilities with non-club members. For-profit clubs will meet the standards for non-profits and CASOs.

## **62. Insurance Requirements**

All commercial operators shall procure and maintain general public liability insurance that meets the requirements of the Colorado Tort Claims Act, and at the minimum amounts stipulated in any lease or contract with the Town. All policies will name the Town as an additional insured.

The insurance company or companies writing the required policy or policies will be licensed to do business in Colorado.

Commercial lessees may self-insure by annually providing the Town Clerk a letter of credit, other promissory note or escrowed monetary instrument in the amount in lieu of the required policy.

Non-commercial lessees will maintain the insurance coverage detailed in their individual lease with the Town and provide the Town with up to date proof of insurance that includes the Town as an insured party.

The Central Colorado Regional Airport minimum required liability coverage is determined by the Town.

### **63. UNICOM**

Only FBOs offering line services with a current FCC license may operate UNICOM on the common traffic frequency. If more than one FBO is authorized, the Town Administrator or his/her designee will establish alternating periods of operation.

### **64. Through the Fence Operations**

All Through the Fence agreements will require all parties to comply with current or future Airport Minimum Standards, including conditions to protect the Airport's ability to meet all present and future Federal and State obligations. The obligation to make the Airport available for the benefit and use of the public does not require the Town to permit ground access by aircraft from adjacent property.

Through the Fence access is a privilege and will be granted on a case-by-case basis and only when the Airport retains its ability to meet Federal or State obligations.

The Town will retain the legal right to require the off-site owner or operator granted access to the Airport to conform, in all respects, to the requirements of any existing or proposed grant agreement or Federal property conveyance obligation. This includes requirements to ensure operating safety and equitable compensation for the use of the Airport.

All agreements granting access to the Airport landing area from off-site locations will be reported to the FAA Regional Airports Division with a copy of the proposed Through the Fence agreement so the FAA can review it for consistency with the Town's Federal obligations and incorporate it into the current Airport Layout Plan.

Any Through the Fence access is subject to a written agreement between the Airport Sponsor and the party granted access. The access agreement will specify what specific rights of access are granted; payment provisions that provide, at a minimum, parity with similarly situated on-airport tenants and equitable compensation for the use of the Airport; a fixed contract period and termination provisions; insurance and indemnity provisions; and a clear

statement that the access agreement is subordinate to the grant assurances and/or Federal property conveyance obligations and that the Sponsor shall have the express right to amend or terminate the access agreement to ensure continued compliance with all grant assurances and Federal property conveyance obligations.

The access agreement will have a fixed contract period and the Airport Sponsor is under no obligation to accept a proposed assignment or sale of the access agreement by one party to another.

\*The Through the Fence standards, where conflicting with the language in the Kelly Ranch Access Agreement adopted as the Town of Buena Vista Ordinance No. 12, Series 1993, shall not apply.

**Sections 65- 90** are reserved for future Standards