

## PART 1 - INTRODUCTION, PURPOSE & DEFINITIONS

### PURPOSE

These regulations prescribe minimum standards for the conduct of commercial aeronautical activities at Yampa Valley Regional Airport and specify certain clauses which will be included in lease/concession agreements permitting the conduct of such activities.

At the date of adoption of these minimum standards there may be Operators at the Airport operating under existing agreements that are inconsistent with these minimum standards. Such Operators shall not be subject to any of these minimum standards that are not consistent with their existing agreement so long as the existing agreement remains in effect.

### SEVERABILITY CLAUSE

If one or more clauses, sections or provisions of these Minimum Standards shall be held to be unlawful, invalid or unenforceable by final judgment of any court of competent jurisdiction, the invalidity of such clauses, sections or provisions shall not affect any other clauses, sections or provisions of these Minimum Standards, so long as the purpose and intent of these Minimum Standards can still be accomplished with the remaining provisions.

### DEFINITIONS

As used in these regulations, the following terms shall have the following meanings:

**Air Cargo Operator**, means a person or an entity that provides the carriage of property under the appropriate FAR and operates aircraft in accordance with the weight limitations established for the Airport in its Rules and Regulations.

**Air Carrier Operator**, means a person or an entity that undertakes directly by lease, or other arrangement, to engage in air transportation by hire on a scheduled passenger basis over specific routes approved by the FAA and operates under the appropriate FAR (including but not limited to Parts 135 or 121 or under the exemption authority of FAR Part 298) with aircraft that are within the weight limitations established for the Airport in its Rules and Regulations.

**Air Charter Operator**, means a person or an entity that provides on-demand non-scheduled passenger services and operates under the appropriate FAR with aircraft that provide no more than 30 passenger seats and are within the weight limitations established for the Airport in its Rules and Regulations.

**Aircraft**, means any contrivance, now known or hereafter invented, used, or designed for navigation of or flights in the air. Excluded from this definition are ultralights, gliders, and paragliders.

**Aircraft Flight Training Facility Operator**, means a person or an entity engaged in instructing pilots in dual and solo flight instruction, in fixed or rotary wing aircraft, and provides such related ground school instruction as is necessary preparatory to taking a written examination and flight check for the category or categories or pilot's licenses and ratings involved.

**Aircraft Sales Facility Operator**, means a person or an entity engaged in the sale of new or used aircraft through franchises or licensed dealership or distributorship (either on a rental or wholesale basis) of an aircraft manufacturer or otherwise; and provides such repair, services and parts as necessary to meet any guarantee or warranty on new or used aircraft sold by it.

**Aircraft Maintenance**, means the repair, adjustment or inspection of aircraft. Major repairs include major alterations to the airframe, power plant, propeller and accessories as defined in Part 43 of the Federal Aviation Regulations. Minor Repairs include normal, routine annual inspection with attendant maintenance, repair, calibration or adjustment or repair of aircraft and their accessories.

**Aircraft Operating Area (AOA)**, means the runway/ramp/taxiway/taxilane system on which aircraft operate.

**Aircraft Support Services**, means aircraft, engine or accessory maintenance (for example, washing, painting, upholstery, magneto repairs, etc.) or other miscellaneous activities directly related to aircraft support.

**Airframe and Power Plant Repair Facility Operator**, means a person or an entity certified as an FAA Repair Station operating under a Part

145 Certificate and providing one or a combination of airframe and power plant repair services. This category of service will also include the sale of aircraft parts and accessories.

**Airport**, means the Yampa Valley Regional Airport.

**Airport Purpose**, means any Airport action, undertaking or development.

**Air Transportation for Hire**, means any non-stop sightseeing flights (airplane or helicopter flights that begin and end at the same airport and are conducted within 25 statute mile radius of the airport); aerial photography or survey; fire fighting; power line, underground cable or pipeline patrol; crop dusting; seeding, spraying and bird chasing; or any other miscellaneous activities directly related to air transportation service (for example, flight instruction provided in student-owned or rented aircraft or helicopter operations in construction or repair work.)

**Authority** means the Routt County Board of Commissioners.

**Available Revenue Seat**, means a revenue seat, occupied or not, which is available on a scheduled commercial flight.

**Avionics, Instrument or Propeller Repair Facility Operator**, means a person or an entity engaged in the business of providing a facility for the repair of aircraft radios and electrical systems, instruments, propellers and other accessories for aircraft. This category includes the sale of aircraft parts and accessories of the type repaired.

**Building**, means the main portion of each structure, all projections or extensions therefrom and any additions or changes thereto, and shall include garages, outside platforms and docks, carports, canopies, eaves and porches. Paving, ground cover, fences, signs and landscaping shall not be included.

**Commercial Support Services**, means ground schools, simulator training, charter flight coordinators, aircrew or aviation management or any other miscellaneous activities directly related to supporting or providing support for a commercial activity.

**Commercial Aeronautical Activity**, means any activity which involves, makes possible, or relates to the operation of aircraft, the purpose of such activity being to secure earnings,

income, compensation or profit, whether or not such objective is accomplished. Such activities as further defined under PART 3, Sections (2) through (15) include: Fixed Base Operator; Helicopter Fixed Base Operator; Airframe & Power Plant Repair; Avionics, Instrument & Propeller Repair; Air Charter; Air Cargo; Aircraft Rental; Aircraft Sales; Flight Training.

**Commercial Flying Club**, means an entity engaged in the ownership or lease of aircraft and providing flying services (for example, aircraft rental and flight training) for its members but which does not meet the requirements established for Exempt Flying Club.

**Commercial Service Airport**, means a public airport (as defined by 49 USC app. 2202(17) determined by the Secretary, Department of Transportation, to enplane annually 2,500 or more passengers and to receive scheduled passenger service by aircraft.

**Development Guidelines**, means any approved guidelines governing development on the Airport. It includes but is not limited to guidelines concerning the development policy and application procedures for aeronautical and non-aeronautical land use at Yampa Valley Regional Airport, when adopted by the Routt County Board of Commissioners.

**DOT**, means Department of Transportation.

**Employee of Aircraft Owners**, The general criteria for employee status will be that the employer withholds income taxes, withholds and pays social security taxes and pays unemployment taxes on wages paid to the employee. Where this criteria is questioned, a Form SS-8 determination will be required from the Internal Revenue Service.

**Entity**, means a firm, corporation, partnership, limited liability company or other legally recognized organization.

**Equipment**, means all machinery, together with the necessary supplies, tools and apparatus necessary to the proper conduct of the activity being performed.

**Exclusive Rights**, means the power, privilege or other right excluding or debarring others from enjoying or exercising a like power, privilege or right. An exclusive right may be conferred either by express agreement, by imposition or unreasonable standards or requirements, or by any other means. The granting of an exclusive right to conduct a commercial aeronautical

activity on an airport developed by or improved with federal funds is expressly forbidden by law.

**Exempt Flying Club**, means an entity that is exempt from the Commercial Flying Club requirements as outlined in PART 3 Section (10) of these Minimum Standards.

**FAA**, means Federal Aviation Administration.

**FAR**, means Federal Aviation Regulations.

**FAR Part 380 Public Charter Operations ("380 Operator")**, means a person or an entity that furnishes passenger carrying on-demand air transportation to the general public by engaging the services of established Air Charter Operators with aircraft that provide no more than 30 passenger seats and are within the weight limitations established for the Airport in its Rules and Regulations. The 380 Operator must engage the entire aircraft from the Air Charter Operator if it is furnishing aircraft with 20 or less passenger seats.

**Fixed Based Operator (FBO)**, means a person or an entity which maintains facilities at the Airport for the purpose of engaging in the retail sale of aviation services including but not limited to fuel sales, aircraft sales/rental, flight instruction and training, air charter, aircraft airframe and engine repair, avionics and aircraft services.

**General Aviation**, means that portion of civil aviation that encompasses all facets of aviation except scheduled air carriers.

**Hazardous Material**, means any hazardous or toxic substance, material or waste which is regulated by any local government authority, the State of Colorado or the United States Government. The term *Hazardous Material* includes without limitation, any substance that is (1) defined as a *hazardous substance* under appropriate state law provisions; (2) petroleum; (3) asbestos; (4) designated a *hazardous substance* pursuant to Section 311 of the Federal Water Pollution Control Act (33 USC Section 1321); (5) defined as *hazardous waste* pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act (42 USC Section 9601); or (6) defined as a *regulated substance* pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation or Underground Storage Tanks) (42 USC Section 6991).

**Helicopter Fixed Based Operator (HFBO)**, means a person or an entity which maintains

facilities at the Airport for the purpose of exclusively providing helicopter fixed base services. These services include, the retail sale of aviation fuels to helicopters, helicopter sales/rental, flight instruction and training, helicopter charter; helicopter cargo, helicopter airframe and engine repair, avionics and helicopter line services.

**Improvements**, means all buildings, structures and facilities including pavement, fencing, signs and landscaping constructed, installed or placed on, under or above any leased area by or with the concurrence of a lessee. Plans and specifications for all Improvements must be approved by Routt County for conformity with its building and construction standards.

**Landing**, shall include all flights for revenue and non-revenue purposes including, but not limited to commercial, training, private, ferry and charter flights, except that there shall be excluded flights which return to the airport after take-off due to an emergency.

**Landing Fee**, means a fee expressed as an amount per 1,000 pounds maximum certificated gross landing weight.

**Lease**, means a contractual agreement between Routt County and a person or an entity granting a concession or otherwise authorizing the conduct of certain activities which is in writing and enforceable by law.

**Mobile Aircraft Support Services Operator**, means a person or an entity which might be permitted to provide aircraft washing, detailing, or other uncommon specialized activities without the requirement to sublease space or facilities but would need written approval from each FBO where Operator intends to operate.

**Operator or Service Operator**, means a person or an entity which provides any one of the services listed under PART 3 Sections (2) through (15), inclusive of this document.

**Passenger Enplaned**, means domestic, territorial or international passenger enplaned at Airport in scheduled service on aircraft in intrastate, interstate, or foreign commerce.

**Passenger Facility Charge (PFC)**, means a fee initiated in compliance with FAR Part 158, and imposed by Routt County on passengers enplaned at Yampa Valley Regional Airport.

**Person**, means an individual.

**Principals**, means for corporation, all directors, officers and stockholders holding more than 10% of the company stock; means for partnerships, all general and limited partners.

**Ramp**, means a paved area suitable for aircraft parking.

**Repair Facility**, means a facility utilized for the repair of aircraft to include airframe, power plant, propellers, radios, instruments and accessories. Such facility will be operated in accordance with pertinent FAA regulations.

**Revenue Passenger**, means an individual enplaning on a regularly scheduled flight on an air carrier at the airport who has exchanged or redeemed a ticket purchased outright or awarded by airline or airline's authorized agents.

**Services authorized by an FBO** within its hangar facilities for aircraft owned or leased by its sublessees. Such authorizations will be provided in writing in a form provided by Routt County and filed with Routt County.

**Specialized Commercial Aeronautical Operator**, means a person or an entity engaged in aircraft support service, commercial activity support service, or in air transportation for hire.

**Sublease**, means a lease granted by a lessee to another entity of all or part of the property.

**Terminal Area**, means the terminal proper, aircraft ramps, baggage-handling facilities, vehicular parking spaces, including rental car areas, roadways, water, sanitary sewer, storm sewer, gas, electrical, cable TV and other areas and facilities, excluding the runway and taxiways, the primary function of which is to serve the terminal and aircraft operations.

**Tie-down**, means the area, paved or unpaved, suitable for parking and mooring of aircraft wherein suitable tie down points have been located.

## PART 2 - GENERAL REQUIREMENTS AND STANDARDS

The general requirements set forth herein and in the specific activity requirements under PART 3, Sections (2) through (15) are the minimum Routt County will require in agreements authorizing commercial activities.

These general requirements cover the following categories for all applicants: 1) a written agreement with Routt County; 2) ground space, facilities and accommodations; 3) licenses and certifications; 4) personnel; 5) aircraft leaseback, sublease or other operating agreements; 6) insurance; 7) motor vehicles used in operations; and 8) fees.

### WRITTEN AGREEMENT WITH ROUTT COUNTY

Prior to the commencement of any commercial activity at the Airport, the Operator will be required to enter into an agreement with Routt County in a form prescribed by the County. Such agreement will recite the terms and conditions under which the business will be operated on the Airport, including but not limited to, the term of the agreement, the rentals, fees, and charges, the rights and obligations of the respective parties. Where the Operator is a sublessee of a Fixed Base Operator, the term of the Agreement will be limited to the term of the Sublease.

### GROUND SPACE, FACILITIES AND ACCOMMODATIONS

The Operator shall lease, sublease, or construct sufficient ground space, facilities and accommodations for the proposed commercial activity. Operator must provide copies of such leases or subleases to Routt County. Also, refer to the specific activity requirement sections for more specific activity requirements and for more specific ground space and facilities requirements than those listed below:

- a. A full description and drawing of the location of the ground space, facilities, and accommodations to be utilized solely for the Operator's proposed commercial activity. Operator must identify the location of its aircraft parking and staging areas, customer lounges, vehicle parking areas, and restrooms.
- b. The ground space shall include a paved walkway within the leased or subleased area to accommodate pedestrian access to the Operator's office, and when appropriate, a paved aircraft apron with tie down or hangar facilities within the leased area sufficient to accommodate the activity being performed. Ground space shall also

include sufficient space for automobile parking.

- c. The facilities and floor space allotments shall include office and customer lounge facilities. All facilities must be properly heated, ventilated, cooled and lighted.
- d. The public accommodations shall include telephones for customer use, restrooms, sufficient on-site customer auto parking spaces, and handicap access to comply with any federal, state and local laws and regulations.

The Operator shall maintain all pavements within the Operator's leased premises. Unless specifically provided to the contrary in the agreement between the Operator and the County, the maintenance of the building(s), utility costs, landside snow and trash removal shall be the Operator's responsibility. Grass mowing and landscape maintenance within the Operator's leased premises shall be the Operator's responsibility.

For construction of any new facilities, the Operator will be subject to the same standards of the development as are contained in the Airport Rules and Regulations.

### LICENSES AND CERTIFICATIONS

Operator shall comply with all federal, state, county and municipal laws and regulations concerning its proposed operation and provide the County with copies of all required permits, licenses, and certifications.

### PERSONNEL

The Operator shall have in his employ and on duty during operating hours, trained personnel in such numbers as are required to meet the

Minimum Standards and Specific Requirements set forth herein. The Operator shall also provide a responsible person in the office to supervise the operations in the leased area and with authorization to represent and act for and on behalf of the Operator during all business hours.

All personnel are required to hold the appropriate Federal Aviation Administration certificates and applicable ratings and to pass any required security checks.

#### **AIRCRAFT LEASEBACK, SUBLEASE, OR OTHER AIRCRAFT OPERATION AGREEMENTS**

All aircraft leases, leasebacks, subleases or other aircraft operating agreements involving commercial activity between an aircraft owner/operator and other parties operating at the airport shall conform to the standards stipulated under PART 3, Section (2) through (15) hereof for the respective aeronautical activities being performed under the subject agreement.

Where such agreements contemplate the right, responsibility or obligation to perform maintenance on aircraft (other than preventative maintenance), such agreements must involve reasonable use of and payment for aircraft commensurate with the value and usage of said aircraft.

A copy of all such agreements shall be provided to Routt County upon the execution of the agreements.

All aircraft leases, leasebacks, subleases or other aircraft operating agreements involving commercial aircraft activity at or from the Airport shall include the following: "this agreement shall not violate the Minimum Standards for Commercial Activities as set by the Yampa Valley Regional Airport nor shall this instrument be used for the purpose of evading any of Yampa Valley Regional Airport Rules and Regulations."

#### **INSURANCE**

During the term of the agreement the Operator shall procure, maintain, and pay premiums for insurance of the types and the minimum limits set forth in the specific requirements for the respective commercial aeronautical activities under PART 3, Section (2) through (15) hereof. The insurance company writing the required policy or policies, shall be licensed to engage in the insurance business in the State of Colorado.

When more than one aeronautical service is proposed, the required insurance shall cover all proposed services and shall have minimum limits equal to the highest limits required for any such proposed service.

All insurance, which the Operator is required by Routt County to carry and keep in force, shall include Routt County, its officers, and agents as additional insureds. The Operator shall furnish evidence of compliance with this requirement to Routt County with the proper certification that such insurance is in force and will furnish additional certification as evidence of changes in insurance not less than 10 days prior to any such change, if the change results in a reduction. In the event of cancellation of coverages, 30 days prior notification shall be conveyed to the County by the insurance company.

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

**Disclosure Requirement** - All Operators conducting rental, sales, or flight training shall post a notice and incorporate within their rental agreements the coverages and limits provided to the student or renter by the Operator, as well as a statement advising that additional coverage is available to such student/renter through the purchase of an individual non-ownership liability policy. Operator shall provide a copy of such notice to Routt County.

#### **MOTOR VEHICLES ON AIRPORT**

The Operator shall control the transportation of pilots and passengers to and from the Operator's office to the Operator's apron tie-down areas. The Operator performing this service with motor vehicles driving on the AOA shall do so only in accordance with the Yampa Valley Regional Airport Rules and Regulations.

Any Operator using service vehicles on the AOA in the support and conduct of its business shall procure and maintain motor vehicle liability insurance of not less than \$1,000,000 per occurrence of Combined Single Limit coverage for Bodily Injury and Property Damage.

## **SNOW REMOVAL**

The Operator of any services on the Airport shall be required to enter into an agreement with Routt County for snow removal on those portions of the leased facilities within the AOA. The Airport bears no responsibility to clear the snow, ice, or water from any part of the leased facilities on the landside or private road leading to the facilities.

Any Operator shall maintain equipment sufficient to clear snow, ice or water from their own landside leased facilities.

No independent snow removal operator will be allowed on the Airport without prior approval of the Aviation Director. Operators of snow removal services must be certified by the Public Safety Director to operate a motor vehicle on the Airport and have all equipment inspected by Airport personnel prior to its operation on the Airport.

The Airport shall prioritize all adjacent snow removal activities. The Operator shall remove snow from all leased areas within 24 hours of the end of the snowfall event.

## **FEES**

The Operator shall pay the standard fees as specified by Routt County. Such fees are listed on the Specific Requirements for each commercial aeronautical activity category under PART 3, Sections (2) through (15) hereof. These fees shall be specifically included in the Agreement executed with Routt County.

Any concession activity conducted on the leased premises shall be permitted only by written agreement with Routt County.

## **PROHIBITED OPERATIONS**

Yampa Valley Regional Airport does not permit the operation of ultralight aircraft within the horizontal surface of the Airport as defined by the current Airport Layout Plan

Yampa Valley Regional Airport does not permit skydiving within the horizontal surface of the Airport as defined by the current Airport Layout Plan.

Exceptions to these restrictions may only be made in writing with a daily approval by the Aviation Director and NOTAM's filed with the FAA.

**PART 3 Section (1) – SUBJECT INDEX FOR THE SPECIFIC REQUIREMENTS UNDER PART 3**

**AERIAL PHOTOGRAPHY**

Section (11)

**AIR CARGO**

Section (6)

**AIR CHARTER**

Section (5)

**AIRCRAFT RENTAL**

Section (7)

**AIRCRAFT SALES**

Section (8)

**AIRCRAFT SUPPORT SERVICES**

Section (11)

**AIRFRAME AND POWER PLANT REPAIR**

Section (3)

**AVIONICS REPAIR**

Section (4)

**COMMERCIAL ACTIVITY SUPPORT SERVICE**

Section (11)

**COMMERCIAL FLYING CLUB**

Section (10)

**EXEMPT FLYING CLUB**

Section (10)

**FAR PART 121/OPERATION SPECIFICATION  
135 OR FAR PART 135, SCHEDULED AIR  
CARRIER (10-30 SEATS)**

Section (14)

**FAR PART 380 PUBLIC CHARTER  
OPERATIONS (“380 Operator)**

Section (15)

**FIXED BASE OPERATOR (FBO)**

Section (2) Also, See “Helicopter Fixed  
Based Operator”

**FLIGHT TRAINING**

Section (9)

**FUELING (Aircraft)**

Section (2)

**GROUND SCHOOL INSTRUCTIONS**

Section (11)

**INSTRUMENT REPAIR**

Section (4)

**MAGNETO REPAIRS**

Section (11)

**MAINTENANCE (Aircraft)**

Section (3)

Section (11)

**MOBILE AIRCRAFT SUPPORT SERVICE**

Section (11)

**MULTIPLE COMMERCIAL ACTIVITIES**

Section (12)

**OTHER SPECIAL ACTIVITIES (specifically  
listed)**

Section (11)

**PAINTING (Aircraft)**

Section (11)

**PROPELLER REPAIR**

Section (4)

**PUBLIC CHARTER OPERATIONS**

Section (15)

**SCHEDULED AIR CARRIER**

Section (13)

Section (14)

**SIGHTSEEING/NOSTALGIC TOURS**

Section (11)

**SPECIALIZED COMMERCIAL  
AERONAUTICAL ACTIVITIES**

Section (11)

**UPHOLSTERY (Aircraft)**

Section (11)

**WASHING (Aircraft)**

Section (11)



**PART 3 Section (2) – SPECIFIC REQUIREMENTS FOR FIXED BASE OPERATOR (FBO)**

---

A Fixed Based Operator (FBO) is a person or an entity which maintains facilities at the Airport for the purpose of engaging in the retail sale of aviation services including but not limited to fuel sales, aircraft sales/rental, flight instruction and training, air charter, aircraft airframe and engine repair, avionics and aircraft services.

---

**In addition to the general requirements in PART 2, the following minimum requirements must be met:**

**GROUND SPACE, BUILDINGS AND ACCOMMODATIONS**

The minimum ground space to be leased shall be 100,000 square feet.

The principal buildings used by the FBO shall occupy at least a minimum of 15,000 square feet and shall include conveniently located heated and air conditioned lounge or waiting rooms and restrooms for passengers and crews, which shall be maintained in a clean and sanitary manner. Public accommodations for flight planning and weather information shall be provided for pilots. At least one telephone will be provided for public use.

Paved tie-down/shelter space will be provided for a minimum of 20 aircraft in addition to tie-down/shelter space needed for activities such as Air Cargo, Air Charter, Aircraft Rental, Aircraft Sales and Flight Schools.

A minimum of one large hangar with a minimum of 10,000 square feet of floor space shall be provided within which aircraft airframe and engine repair activities and any permitted aeronautical activity may be performed. FBO will provide suitable inside or outside storage space for aircraft before and after repair and maintenance have been accomplished.

FBO shall provide ground space, buildings and accommodations sufficient for each of its activities. Please reference the following sections under PART 3:

- Section 6, Air Cargo
- Section 5, Air Charter
- Section 7, Aircraft Rental
- Section 8, Aircraft Sales
- Section 3, Airframe and Power Plant
- Section 4, Avionics and Instrument Repair
- Section 9, Flight Training

**SCOPE OF WORK**  
**General**

**Aircraft** – Reference the appropriate sections under PART 3 hereof, for the aircraft requirements for Flight Training, Aircraft Rental, Aircraft Sales, Air Cargo and Air Charter.

**Environmental** – FBO must comply with the requirements of the Airport's Storm Water Management Plan (SWMP) and the Spill Prevention Containment and Countermeasures Plan (SPCC).

**Equipment** – In regards to Airframe and Power Plant Repair activities, FBO shall provide suitable tractors, tow bars, jacks, dollies and other equipment, supplies and parts equivalent to that required for certification by the FAA as an Approved Repair Station.

In regards to Line Service activities, FBO shall provide adequate tie-down facilities and equipment including ropes, chains and other types of restraining devices and wheel chocks; adequate loading, unloading and towing equipment to safely and efficiently move aircraft as necessary; and proper equipment for repairing and inflating aircraft tires, servicing oleo struts, changing oil, washing aircraft and aircraft windows and recharging or energizing discharged aircraft batteries and starters.

**Licenses** – FBO or its designees shall have and provide evidence of the appropriate FAA and DOT certifications and approvals for the required or permitted aeronautical activities that it is operating.

**Motor Vehicles** – FBO shall provide aircraft-to-lounge ground transportation for transient passengers and pilots.

**Personnel** – FBO shall employ sufficient personnel who are appropriately rated by the FAA and trained for the work being performed for each activity. (Reference the appropriate sections under PART 3 for the personnel requirements for Flight Training, Aircraft Rental, Aircraft Sales, Air Cargo and Air Charter). All personnel required to have security checks shall submit to those security checks. FBO shall have

an employee in the office during normal business hours.

**Rates and Charges** - The rates and charges for aircraft, parking, tie-down and storage shall be determined by the FBO and subject further to the requirements that all rates and charges shall be reasonable and be equally and fairly applied to all users of its services. All rates and charges shall be filed with the Aviation Director.

**Subleases** - The FBO is required to provide to Routt County, within ten days of execution, a copy of any sublease. Any subleases of space to another entity to provide one or more commercial aeronautical activities shall require the prior written approval of Routt County. The FBO shall be required to carry public liability insurance for all subleases and provide a certificate of insurance naming Routt County and lessee as named insureds.

**Taxes and Assessments** - FBO shall, at its expense, pay all taxes and assessments against any building or other structure and personal property placed on the premises.

#### **Required Activities**

**Fueling** - FBO shall make satisfactory arrangements with a recognized aviation petroleum distributor for the delivery of fuel and oil in such quantities as are necessary to meet the requirements set forth herein. A fuel flowage fee will be paid to Routt County for all fuel pumped by the FBO.

Fueling and into-plane delivery of aviation fuels shall be provided by the FBO seven days a week, and a minimum of 12-hours per day. The FBO shall provide mobile fuel dispensing equipment capable of safe and efficient servicing of all types of general aviation aircraft. A separate dispensing pump for each grade of fuel is required.

All fuel storage tanks will be installed according to current federal, state, county and municipal regulations.

FBO shall maintain current fuel reports on file and make available for auditing at any time by the Aviation Director.

**Line Service** – includes buying, selling and furnishing aviation fuels and oils to third parties, both at wholesale and retail and storing aviation fuel and oil. Line service also including providing oxygen and nitrogen, facilities to clean and deodorize aircraft toilets and clean both the interior and exterior of aircraft, Unicom,

telephone and radio contact to and with service personnel.

#### **Permitted Activities**

**Air Cargo** - Refer to PART 3 Section (6).

**Air Charter** - Refer to PART 3 Section (5).

**Aircraft Rental** - Refer to PART 3 Section (7).

**Aircraft Repair** – Refer to PART 3 Section (3).

**Aircraft Sales** - Refer to PART 3 Section (8).

**Aircraft Service and Avionics Shops** - Refer to PART 3 Section (4).

**Concessions** - Lounge, food and beverage service, including vending machines, catering service and packaged liquor.

**Flight Training** - Refer to PART 3 Section (9).

**Ground Transportation** Automobile parking and courtesy cars only.

**Hangars** - Facilities for the housing, maintenance and storage of aircraft.

**Insurance** - Aircraft insurance agency.

**Specialized Commercial Aeronautical Activities** -This includes the sale or servicing of engine parts and accessories, radios, avionics and supplies, aircraft parts and accessories, instruments, pilot supplies, miscellaneous aviation parts and supplies and similar items. Refer to PART 3 Section (11).

#### **FEES**

Application Fee \$100\*  
\*FBO Activities submitted with application do not require additional application fees.

Concessions:  
-Vending 25% gross  
-Gift Sales 10% gross  
-Other charges to be negotiated

Fuel Flowage (in effect until 12/31/2003):  
-Avgas \$.03/gal.  
-Jet \$.05gal.

Fuel Flowage (effective 1/1/2004):  
-Avgas \$ .07/gal.  
-Jet \$ .10/gal.

Mobile Concessions:  
-Concession 2% gross  
-Detailing 2% gross  
-Other charges to be negotiated

Tie-down/Shelter Fees: 10% gross  
Transient Fees: 25% of the Rate  
(Parked overnight on the ramp or in a  
hangar)

Lease/Ground Rates: \$ .10 sf/annual  
or greater as  
per lease

### **INSURANCE**

Operator shall provide certificates of insurance evidencing the following coverage and minimum amounts:

**Aircraft Liability** - \$10,000,000 per occurrence of Combined Single Limit for Bodily Injury and Property Damage including Passengers

**Comprehensive Public Liability and Property Damage (Premises)** - \$10,000,000 per occurrence of Combined Single Limit Bodily Injury and Property Damage

**Hangarkeeper's Liability** - \$1,000,000 per occurrence

**Products and Completed Operations Liability (including sale of new aircraft; sale of used aircraft; repairs/services; parts not installed; and restaurant liability)** - \$5,000,000 per occurrence

*Please note that the limits of liability listed above are the minimum required to operate at Yampa Valley Regional Airport. Routt County strongly urges all Operators to contact their insurance broker to determine if higher limits are appropriate.*

**PART 3 Section (3) - SPECIFIC REQUIREMENTS  
FOR  
AIRFRAME AND POWER PLANT REPAIR**

---

An Airframe and Power Plant Repair Facility Operator is a person or an entity certified as an FAA Repair Station operating under a Part 145 Certificate and providing one or a combination of airframe and power plant repair services. This category of service will also include the sale of aircraft parts and accessories.

---

**In addition to the General Requirements in PART 2, the following minimum requirements must be met:**

**GROUND SPACE, FACILITIES AND ACCOMMODATIONS**

Operator shall provide a minimum of 3,600 sq. ft. of hangar space for airframe and power plant repair services and, if a segregated painting area is included, it shall meet local and state industrial code requirements.

Operator shall provide or lease a paved aircraft apron within the leased area to accommodate aircraft movement from its facility to the taxiway complex.

**SCOPE OF SERVICE**

**Environmental** - Operator must comply with the requirements of the Airport's Storm Water Management Plan (SWMP).

**Equipment** - Operator shall provide suitable tractors, tow bars, jacks, dollies, and other equipment, supplies and parts equivalent to that required for certification by the Federal Aviation Administration as an approved Repair Station.

**Licenses & Certifications** - Operator shall be Certificated for the repair of aircraft subject to the requirements of 14 C.F.R. 145. Certification shall be appropriate with the type of repair the Operator is proposing. Repair personnel must be currently and properly certificated by the FAA with ratings appropriate to the work being performed. Evidence of all Certifications shall be submitted to the County.

**Operating Hours** - Operator shall provide service in this category at least eight hours a day, five days a week.

**Personnel** - Operator shall employ sufficient personnel who are appropriately rated by the FAA for the work being performed and who hold airframe, power plant or aircraft inspector

ratings. Operator shall have an employee in the office at all times during the required operating hours.

**FEES**

Application Fee:	\$100.00
Annual Activity Fee:	2% of Gross
Annual Aircraft Fee:	Not Applicable

**INSURANCE COVERAGE**

Operator shall provide certificates of insurance evidencing the following coverages and minimum amounts:

Premises Liability (for Hangar Operation) - \$1,000,000 per occurrence of Combined Single Limit for Bodily Injury and Property Damage.

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

**Hangarkeepers Liability:**

1. For Twins - \$500,000 per aircraft and \$1,000,000 per occurrence
2. For Singles - \$250,000 per aircraft and \$1,000,000 per occurrence.
3. For Jets - \$1,000,000 per aircraft and \$1,000,000 per occurrence.

**Motor Vehicle Liability** - If using service vehicles on the Air Operations Area in support of operations - \$1,000,000 per occurrence of Combined Single Limit for bodily Injury and Property Damage

***Please note that the limits of liability listed above are the minimum required to operate at Yampa Valley Regional Airport. Routt County strongly urges all Operators to contact their insurance broker to determine if higher limits are appropriate.***

**PART 3 Section (4) - SPECIFIC REQUIREMENTS**

FOR  
AVIONICS, INSTRUMENT AND PROPELLER REPAIR

---

An Avionics, Instrument or Propeller Repair Facility Operator is a person or an entity engaged in the business of and providing a facility for the repair of aircraft radios and electrical systems, instruments, propellers and other accessories for aircraft. This category includes the sale of aircraft parts and accessories of the type repaired.

---

**In addition to the General Requirements in PART 2, the following minimum requirements must be met:**

**GROUND SPACE, FACILITIES AND ACCOMMODATIONS**

The Operator shall provide or lease a building with sufficient floor space to store one aircraft, a paved area sufficient to park one aircraft with adequate tie-down facilities, and with paved access to taxiways.

The Operator shall provide with the facility restrooms, office space, heated hangar space, parts space, ventilation and hazardous material storage as may be required by the operation of the repair facility.

In no case will the storage of parts, disassembled aircraft, equipment or other storage be allowed outside of any structure.

**SCOPE OF SERVICE**

**Licenses & Certifications** - Operator shall be Certificated for the repair of aircraft subject to the requirements of 14 C.F.R. 145. Certification shall be appropriate with the type of repair the Operator is proposing. Repair personnel must be currently and properly certificated by the FAA with ratings appropriate to the work being performed. Evidence of all Certifications shall be submitted to the County.

All work performed in this facility shall be directly related to aircraft and aircraft related equipment.

**Operating Hours** - Operator shall provide this category of activity at least eight hours a day, five days a week.

**Personnel** - Operator shall employ a sufficient number of personnel with aircraft radio, electrical systems, instruments, and propeller repair ratings. Operator shall have an office at all times during the required operating hours.

**FEEES**

Application Fee:	\$100.00
Annual Activity Fee:	2% of Gross
Annual Aircraft Fee:	Not Applicable

**INSURANCE COVERAGE**

Operator shall provide certificates of insurance evidencing the following coverages and minimum amounts:

**Premises Liability** - \$1,000,000 per occurrence of Combined Single Limit for Bodily Injury and Property Damage.

Hangarkeepers Liability:

1. For Twins - \$500,000 per aircraft and \$1,000,000 per occurrence
2. For Singles - \$250,000 per aircraft and \$1,000,000 per occurrence
3. For Jets - \$1,000,000 per aircraft and \$1,000,000 per occurrence.

***Please note that the limits of liability listed above are the minimum required to operate at Yampa Valley Regional Airport. Routt County strongly urges all Operators to contact their insurance broker to determine if higher limits are appropriate.***

**PART 3 Section (5) - SPECIFIC REQUIREMENTS  
FOR  
AIR CHARTER**

An Air Charter Operator is a person or an entity that provides, on-demand non-scheduled passenger services and operates under the appropriate FAR with aircraft that provide no more than 30 passenger seats and are within the weight limitations established for the Airport in its Rules and Regulations.

**In addition to the general requirements in PART 2, the following minimum requirements must be met:**

**GROUND SPACE, FACILITIES AND ACCOMMODATIONS**

The Operator shall provide hangar space or lease a paved tie-down area with adequate facilities to park all its available for-charter aircraft with paved access to taxiways. The Operator shall provide the required space adjacent to those portions of the apron and taxiway that are designed to handle the aircraft proposed for charter services.

The Operator shall own, lease or rent sufficient facilities for the passenger load expected. Facilities shall include restrooms, office space, passenger holding facilities, crew quarters, automobile parking, public telephones, and ticketing space, baggage handling and security areas.

The Operator will be required to supply its own support services for the type of operation that is to be conducted. The Operator shall make provision for starters, stairs, ADA compliant handicapped facilities, towing equipment, tire repair, oxygen or other items necessary for the operation of charter aircraft.

**SCOPE OF WORK**

**Aircraft** – Operator shall have available for charter, either owned or under written lease to Operator at least one aircraft or helicopter, which must meet the requirements of the appropriate FAR Certificate held by the Operator, including instrument operations.

**Licenses & Certifications** – Operator shall have and provide evidence of the appropriate FAA and DOT certifications and approvals, including the Preapplication Statement of Intent (FAA Form 8400-6), the registrations and Amendments Under Part 298 (OST Form 4507), the FAA issued operating certificate, or any of

the forms the FAA or DOT may require or adopt that are pertinent to this category.

**Operating Hours** – Operator shall have its services available to meet public demand for this category of service at least eight hours a day, five days each week. The Airport bears no responsibility to provide for operations outside of the hours of normal commercial service operations.

**Personnel** – Operator shall have in its employ a sufficient number of qualified Commercial or Airline Transport Rated pilots. Operator shall provide at least one employee in the office at all times during the required operating hours.

**FEES**

Application Fee:	\$100.00
Annual Activity Fee:	Not Applicable
Annual Aircraft Fee:	
- Minimum of	\$600.00
OR	
Per Available	
Passenger Seat	\$50.00
(whichever is greater)	

**INSURANCE COVERAGE**

Operator shall provide certificates of insurance evidencing the following coverages and minimum amounts:

<b>Seating Capacity</b>	<b>Amount</b>
1 – 4 Passengers	\$2,000,000
5 – 9 Passengers	\$5,000,000
10 & Over	\$15,000,000

**Premises Liability** - \$1,000,000 per occurrence of Combined Single Limit for Bodily Injury and Property Damage.

**Motor Vehicle Liability** – If using service vehicles on the Air Operations Area in support of operations - \$1,000,000 per occurrence of

Combined Single Limit for Bodily Injury and  
Property Damage.

***Please not that the limits of liability listed  
above are the minimum required to operate  
at Yampa Valley Regional Airport. Routt  
County strongly urges all Operators to  
contact their insurance broker to determine if  
higher limits are appropriate.***

**Security** – The Operator shall be required to  
maintain security and security facilities as  
required by law.

**PART 3 Section (6) - SPECIFIC REQUIREMENTS  
FOR  
AIR CARGO**

---

An Air Cargo Operator is a person or an entity that provides the carriage of property under the appropriate FAR and operates aircraft in accordance with the weight limitations established for the Airport in its Rules and Regulations.

---

**In addition to the general requirements in PART 2, the following minimum requirements must be met:**

**GROUND SPACE, FACILITIES AND ACCOMMODATIONS**

The Operator shall provide hangar space or lease a paved tie-down area with adequate facilities to park all its available-for-cargo aircraft with paved access to taxiways.

**SCOPE OF WORK**

**Aircraft** – Operator shall have available for cargo, either owned or under written lease to Operator at least one aircraft or helicopter, which must meet the requirements of the appropriate FAR Certificate held by the Operator.

**Licenses & Certificates** – Operator shall have and provide evidence of the appropriate FAA and DOT certifications, and approvals, including the Preapplication Statement of Intent (FAA Form 8400-6), the registrations & Amendments Under Part 298 (OST Form 4507), the FAA issued operating certificate, and any other forms the FAA and DOT may require or adopt that are pertinent to this category.

**Operating Hours** – Operator shall have its services available to meet public demand for this category or service at least eight hours a day, five days each week.

**Personnel** – Operation shall have in its employ a sufficient number of qualified pilots. Operator shall provide at least one employee in the office at all times during the required operating hours.

**FEEES**

Application Fee:	\$100.00
Annual Activity Fee:	Not Applicable
Annual Aircraft Fee:	
- Minimum of	\$600.00
OR	
- Per single engine	\$50.00
- Per multi-engine	\$75.00
- Per jet, turbo-prop	\$100.00

(whichever is greater)

**INSURANCE COVERAGE**

Operator shall provide certificates of insurance evidencing the following coverages and minimum amounts:

**Aircraft Liability** - \$5,000,000 per occurrence – Combined Single Limit for Bodily Injury and Property Damage.

**Premises Liability** - \$1,000,000 per occurrence of Combined Single Limit for Bodily Injury and Property Damage.

**Motor Vehicle Liability** – If using service vehicles on the Air Operations Area in support of operations - \$1,000,000 per occurrence of Combined Single Limit for Bodily Injury and Property Damage.

**Please note that the limits of liability listed above are the minimum required to operate at Yampa Valley Regional Airport. Routt County strongly urges all Operators to contact their insurance broker to determine if higher limits are appropriate.**



**PART 3 Section (7) - SPECIFIC REQUIREMENTS  
FOR  
AIRCRAFT RENTAL**

---

An Aircraft Rental Facility Operator is a person or an entity engaged in the rental of aircraft to the public.

---

**In addition to the General requirements in Part 2, the following minimum requirements must be met:**

**GROUND SPACE, FACILITIES AND ACCOMMODATIONS**

Operator shall provide hangar space or lease a paved tie-down area with adequate facilities to park all its available for rent aircraft with paved access to taxiways.

**SCOPE OF SERVICE**

**Aircraft** – Operator shall have available for rental, either owned or under written lease to Operator at least one currently certificated and airworthy aircraft capable of flight under instrument conditions.

**Operating Hours** – Operator shall have its premises open at least eight hours a day, five days each week.

**Personnel** – Operator shall have in its employ at least one employee having a current flight instructor rating and be current in all models offered for rental. Operator shall provide an employee to be in attendance in the facility office at all times during the required operating hours.

**FEES**

Application Fee:	\$100.00
Annual Activity Fee:	Not Applicable
Annual Aircraft Fee:	
- Minimum of	\$600.00
OR	
- Per single engine	\$50.00
- Per multi-engine	\$75.00
- Per jet, turbo-prop	\$100.00
- Per helicopter	\$100.00
(whichever is greater)	

**INSURANCE COVERAGE**

Operator shall provide certificates of insurance evidencing the following coverages and minimum amounts:

**Aircraft Liability** - \$5,000,000 per occurrence of Combined Single Limit for Bodily Injury (including passengers) and Property Damage. With respect only to Passenger Bodily Injury, a minimum sublimit of \$100,000 per passenger will be permitted.

**Premises Liability** - \$1,000,000 per occurrence of Combined Single Limit for Bodily Injury and Property Damage.

**Motor Vehicle Liability** – If using service vehicles on the Air Operations Area in support of operations - \$1,000,000 per occurrence of Combined Single Limit for Bodily Injury and Property Damage.

**Please note that the limits of liability listed above are the minimum required to operate at Yampa Valley Regional Airport. Routt County strongly urges all Operators to contact their insurance broker to determine if higher limits are appropriate.**

**PART 3 Section (8) - SPECIFIC REQUIREMENTS  
FOR  
AIRCRAFT SALES**

---

An Aircraft Sales Facility Operator is a person or an entity engaged in the sale of new or used aircraft through franchises or licensed dealership or distributorship (either on a rental or wholesale basis), of an aircraft manufacturer or otherwise; and provides such repair, services and parts as necessary to meet any guarantee or warranty on new or used aircraft sold by it.

---

**In addition to the General requirements in Part 2, the following minimum requirements must be met:**

**GROUND SPACE, FACILITIES AND ACCOMMODATIONS**

Operator shall provide or lease a paved area with adequate tie-down facilities to park aircraft, with paved access to taxiways.

**SCOPE OF SERVICE**

**Aircraft** – Operator shall provide or have available sufficient aircraft of each model offered for sale, for the purpose of demonstration.

**Guarantee & Warranty** – Operator shall provide necessary and satisfactory arrangement for repair and service of aircraft, but only for the duration of guarantee or warranty period. (Servicing facilities may be provided through written agreement with any authorized Repair Station operating at the Airport).

**Operating Hours** – Operator shall have its premises open and services available to meet public demand for this category of service eight hours a day, five days each week.

**Personnel** – Operator shall employ, or have available on call, a sufficient number of pilots with instrument and instructor ratings, who shall be current in all models to be demonstrated. Operator shall have an employee in the facility office at all times during the required operating hours.

**Spare Parts** – Operator shall provide an adequate inventory of spare parts for the type of new aircraft for which sales privilege is granted.

**FEES**

Application Fee:	\$100.00
Annual Activity Fee:	\$600.00
Annual Aircraft Fee:	Not Applicable

**INSURANCE COVERAGE**

Operator shall provide certificates of insurance evidencing the following coverages and minimum amounts:

**Aircraft Liability** - \$5,000,000 per occurrence of Combined Single Limit for Bodily Injury (including passengers) and Property Damage with respect only to Passenger Bodily Injury, a minimum sublimit of \$100,000 per passenger will be permitted.

**Premises Liability** - \$1,000,000 per occurrence of Combined Single Limit for Bodily Injury and Property Damage.

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

**Motor Vehicle Liability** – If using service vehicles on the Air Operations Area in support of operations - \$1,000,000 per occurrence of Combined Single Limit for Bodily Injury and Property Damage.

***Please note that the limits of liability listed above are the minimum required to operate at Yampa Valley Regional Airport. Routt County strongly urges all Operators to contact their insurance broker to determine if higher limits are appropriate.***

**PART 3 Section (9) - SPECIFIC REQUIREMENTS  
FOR  
FLIGHT TRAINING**

An Aircraft Training Facility Operator is a person or an entity engaged in instructing pilots in dual and solo flight training, in fixed or rotary wing aircraft, and provides such related ground school instruction as is necessary preparatory to taking a written examination and flight check for the category or categories or pilot's licenses and ratings involved.

**In addition to the General requirements in Part 2, the following minimum requirements must be met:**

**GROUND SPACE, FACILITIES AND ACCOMMODATIONS**

**Office and Apron** - Operator shall provide or lease a paved area with adequate tie-down facilities to park all its available for flight training aircraft with paved access to taxiways.

Operator shall be required to have office and classroom space available for the instruction and flight training of all students. Space will be sufficient without utilizing other space required by other functions.

**SCOPE OF SERVICE**

**Aircraft** – Operator shall have available for use in flight training, either owned or under written lease to Operator, at least one certificated and currently airworthy aircraft or helicopter.

**Licenses & Certifications** – If Operator is an FAR Part 141 approved flight school, Operator shall provide evidence of such FAA certification.

If Operator is certified by the United States Veterans Administration or collects advance tuition of fees, Operator shall provide evidence of its Certificate of Approval from the State of Colorado, Division of Private Occupational Schools.

**Operating Hours** – Operator shall have its premises and services available to meet the public demand for this category of services at least eight hours a day, five days each week.

**Personnel** – Operator shall have in its employ sufficient flight and ground instructors who meet the standards expressed under FAR 141, Operators shall have an employee in the facility office at all times during the required operating hours.

**FEES**

Application Fee:	\$100.00
Annual Activity Fee:	Not Applicable
Annual Aircraft Fee:	
- Minimum of	\$600.00
OR	
- Per single engine	\$50.00
- Per multi-engine	\$75.00
- Per jet, turbo-prop	\$100.00
- Per helicopter	\$100.00
(whichever is greater)	

**INSURANCE COVERAGE**

Operator shall provide certificates of insurance evidencing the following coverages and minimum amounts:

**Aircraft Liability** - \$5,000,000 per occurrence of Combined Single Limit for Bodily Injury (including passengers) and Property Damage. With respect only to Passenger Bodily Injury, a minimum sublimit of \$100,000 per passenger will be permitted.

**Premises Liability** - \$1,000,000 per occurrence of Combined Single Limit for Bodily Injury and Property Damage.

**Motor Vehicle Liability** – If using service vehicles on the Air Operations Area in support of operations - \$1,000,000 per occurrence of Combined Single Limit for Bodily Injury and Property Damage.

**Please note that the limits of liability listed above are the minimum required to operate at Yampa Valley Regional Airport. Routt County strongly urges all Operators to contact their insurance broker to determine if higher limits are appropriate.**

**PART 3 Section (10) - SPECIFIC REQUIREMENTS  
FOR  
COMMERCIAL FLYING CLUB**

A Commercial Flying Club is an entity engaged in the ownership or lease of aircraft and providing flying services (for example, aircraft rental and flight training) for its members but which does not meet the requirements established for Exempt Flying Club (as defined below).

**In addition to the General requirements in Part 2, the following minimum requirements must be met:**

**GROUND SPACE, FACILITIES AND ACCOMMODATIONS**

Operator shall provide or lease a paved area with adequate tie-down facilities to park all its available for flying club aircraft with paved access to taxiways.

Operators shall provide adequate floor space that includes classrooms, pilot briefing room and lounge.

**SCOPE OF SERVICE**

**Aircraft** – Operator shall have available for use in flight training, either owned or under written lease to Operator, at least one certificated and currently airworthy aircraft or helicopter.

**Licenses & Certifications** – If Operator is an FAR Part 141 approved flight school, Operator shall provide evidence of such FAA certification.

If Operator is certified by the United States Veterans Administration or collects advance tuition of fees, Operator shall provide evidence of its Certificate of Approval from the State of Colorado, Division of Private Occupational Schools.

**Maintenance** – Operator may engage in the maintenance or aircraft either owned or under written lease to operate.

**Operating Hours** – Operator shall have its premises and services available to meet the public demand for this category of services at least eight hours a day, six days each week.

**Personnel** – If Operator conducts flight training, it shall have in its employ or as members sufficient flight instructors who have been properly certificated by the FAA. Operator shall have an employee in the facility office or readily

on-call at all times during the required operating hours.

**FEES**

Application Fee:	\$100.00
Annual Activity Fee:	Not Applicable
Annual Aircraft Fee:	
- Minimum of	\$600.00
OR	
- Per single engine	\$50.00
- Per multi-engine	\$75.00
- Per jet, turbo-prop	\$100.00
- Per helicopter	\$100.00

(whichever is greater)

**INSURANCE COVERAGE**

Operator shall provide certificates of insurance evidencing the following coverages and minimum amounts:

**Aircraft Liability** - \$5,000,000 per occurrence of Combined Single Limit for Bodily Injury (including passengers) and Property Damage. With respect only to Passenger Bodily Injury, a minimum sublimit of \$100,000 per passenger will be permitted.

**Premises Liability** - \$1,000,000 per occurrence of Combined Single Limit for Bodily Injury and Property Damage.

**Motor Vehicle Liability** – If using service vehicles on the Air Operations Area in support of operations - \$1,000,000 per occurrence of Combined Single Limit for Bodily Injury and Property Damage.

**Please note that the limits of liability listed above are the minimum required to operate at Yampa Valley Regional Airport. Routt**

**County strongly urges all Operators to contact their insurance broker to determine if higher limits are appropriate.**

**EXEMPT FLYING CLUB**

To be exempt from the Commercial Flying Club requirements of the Minimum Standards, the following conditions must exist. Violation of such conditions shall be grounds for termination of exempt status.

1. Club must be non-profit Colorado corporation or partnership
2. Each member unit must be a bona fide owner of the aircraft to be a member of the corporation or partner in the partnership.
3. Club may not derive a profit from the operation, maintenance or replacement of its aircraft.
4. Club aircraft will not be used by other than bona fide members for rental and by no one for commercial operations.

5. Flight instruction may not be given in club aircraft except when such instruction is given by an Operator on the Airport authorized to provide Flight Training or by an instructor who shall not receive remuneration in any manner for such service.
6. Operator shall file a copy of its By-Laws, Articles of Incorporation, partnership agreement and shall keep current with the Aviation Director a complete list of the Club's Membership including names of Officers and Directors; evidence that ownership of Club aircraft is vested in the Club; and operating rules of the Club. The books and other records of the Club shall be available for review at any reasonable time by the Airport Manager or his representative.
7. Operator shall provide certificates of insurance listing each Club Member as Named Insured and evidencing the same coverages and minimum amounts as required by the aforementioned Commercial Flying Club Operator (see page 1).

**PART 3 - Section (11) - SPECIFIC REQUIREMENTS  
FOR  
SPECIALIZED COMMERCIAL AERONAUTICAL ACTIVITIES**

**A Specialized Commercial Aeronautical Activity** is an entity engaged in *aircraft support service, commercial activity support service, or in air transportation for hire* for the purpose of providing the use of aircraft for the activities listed below:

**Aircraft Support Services** - are defined as aircraft, engine or accessory maintenance (for example, washing, painting, upholstery, magneto repairs, etc.) or other miscellaneous activities directly related to aircraft support. Mobile Aircraft Support Services operations might be permitted for aircraft washing, detailing, or other uncommon specialized activities.

**Commercial Activity Support Services** - are defined as ground schools, simulator training, charter flight coordinators, aircrew or aviation management or any other miscellaneous activities directly related to supporting or providing support services for a commercial activity.

**Air Transportation for Hire** - Are defined as non-stop sightseeing flights (airplane or helicopter flights that begin and end at the same airport and are conducted within 25 statute mile radius of the airport; aerial photography or survey; fire fighting; power line, underground cable or pipe line patrol; crop dusting; seeding, spraying and bird chasing; or any other miscellaneous activities directly related to air transportation service (for example, flight instruction provided in student-owned or rented aircraft or helicopter operations in construction or repair work).

**In addition to the General Requirements in PART 2, the following minimum requirements must be met:**

**GROUND SPACE, FACILITIES AND ACCOMMODATIONS**

Operator shall lease from the County or sublease space and facilities dedicated to its sole use and adequate for its operations from FBO or other tenant under lease with Routt County. Operator shall provide sufficient automobile parking spaces dedicated for its customer's use.

Mobile Aircraft Support Services Operators, as defined above, may not be required to sublease space or facilities; however, written approval from each FBO where Operator intends to operate is required. If only one FBO provides such approval, mobile operations will be limited to that FBO's leasehold only.

**SCOPE OF WORK**

**Aircraft** - When required by the nature of its operation, the Operator shall provide and have based on its leasehold, either owned or under written lease, at least one aircraft which will be airworthy, meeting all FAA requirements and applicable regulations of the State of Colorado with respect to the type of activity to be performed.

**Environmental** - Operators providing services involving aircraft maintenance, washing or painting, crop dusting, aerial application, or other

commercial use of chemicals and cleaners shall comply with any applicable local, state or federal regulations or laws and with the requirements the Airport's Storm Water Management Plan (SWMP). (Please note that future environmental changes and/or requirements of the SWMP may limit Mobile Aircraft Support Services Operators to conducting business at specific approved locations.)

**Licenses & Certifications** - Operator shall have and provide evidence of all proper Federal, State, and local certificates required for the activity.

**Operating Hours** - Operator shall provide by means of an office and telephone, a point of contact for the public desiring to utilize the lessee's services.

**FEES (as applicable)**

Application Fee:	\$100.00
Annual Activity Fee:	\$600.00
Annual Aircraft Fee:	
- Minimum of	\$600.00
OR	
- Per single engine	\$50.00
- Per multi-engine	\$75.00
- Per jet, turbo-prop	\$100.00

- Per helicopter \$100.00  
(whichever is greater)

## INSURANCE COVERAGE

Aircraft Support Services Operators and Commercial Service Operators shall provide certificates of insurance evidencing at least the coverages listed in A, B, C and E as applicable; and Air Transportation for Hire operations shall provide certificates of insurance evidencing at least the coverages listed under A, D and E.

(A) Premises Liability - \$5,000,000 per occurrence of Combined Single Limit for Bodily Injury and Property Damage.

(B) Products & Completed Operations Liability (Repairs & Services, and Sales of Parts Not Installed may be specifically identified) - \$5,000,000 per occurrence.

(C) Hangarkeepers Liability (while in care, custody, and control):

For Twins	\$1,000,000/occ.
For Singles	\$1,000,000/occ.

(D) Aircraft Liability - \$5,000,000 per occurrence of Combined Single Limit for Bodily Injury (including passengers) and Property Damage. With respect only to passenger Bodily Injury, a minimum sublimit of \$100,000 per person will be permitted. (For Agricultural Aircraft Only - Bodily Injury of \$100,000 per person, \$300,000 per occurrence; and Property Damage of \$100,000 per occurrence.

(E) Motor Vehicle Liability - If using service vehicles on the Air Operations Area in support of operations - \$1,000,000 per occurrence of Combined Single Limit for Bodily Injury and Property Damage.

***Please note that the limits of liability listed above are the minimum required to operate at Yampa Valley Regional Airport. Routt County strongly urges all Operators to contact their insurance broker to determine if higher limits are appropriate.***

**PART 3 Section (12) - SPECIFIC REQUIREMENTS  
FOR  
MULTIPLE COMMERCIAL ACTIVITIES**

---

An Operator in this classification offers a combination of commercial aeronautical activities as defined under PART 3, Sections (2) through (11). As a condition of the right to engage in any combination of activities, the Minimum Standards relevant to all of them must be met.

---

**GROUND SPACE, FACILITIES AND ACCOMMODATIONS**

The minimum standards for each commercial aeronautical activity proposed will be reviewed by the County to insure the combined ground space and improvements required for the proposed activities adequately serve the needs of the airport and its patrons.

**SCOPE OF SERVICE**

Operator shall provide the equipment and services required to meet the minimum standards as described in the General Requirements under PART 2 and the Specific Requirements described under PART 3, Sections (2), through (11) for each commercial aeronautical activity Operator proposes to conduct.

Operator shall adhere to the hours of operation required for each commercial aeronautical activity for which the lessee is responsible.

Operator shall have in its employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards for each commercial aeronautical activity the lessee is performing. Multiple responsibilities may be assigned to meet personnel requirements for each commercial aeronautical activity being performed. However, multiple responsibilities may be assigned to the FAA certificated repair services personnel.

Operator shall comply with the aircraft and equipment requirements, for each commercial aeronautical activity to be performed except as hereinafter provided. Multiple uses may be made of all aircraft except aircraft used for crop

dusting, aerial application, or other commercial use of chemicals.

Except when performing combinations of activities, for which aircraft are not required, Operator shall have available and based at the Airport, either owned by or under written lease to lessee, sufficient certificated and currently airworthy aircraft. These aircraft shall be equipped and capable of flight to meet the minimum standards for each aeronautical activity to be operated.

**FEES**

Application Fee:	\$100.00
Annual Activity Fee:	\$600.00
Annual Aircraft Fee:	
- Minimum of	\$600.00
OR	
- Per single engine	\$50.00
- Per multi-engine	\$75.00
- Per jet, turbo-prop	\$100.00
- Per helicopter	\$100.00

(whichever is greater)

**INSURANCE COVERAGE**

Operator shall provide certificates of insurance coverage in an amount equal to the highest individual insurance requirement stipulated for the specific commercial aeronautical services being performed as outlined in PART 3, Sections (2) through (11).



**PART 3 Section (13) - SPECIFIC REQUIREMENTS  
FOR  
AIR CARRIER**

---

An Air Carrier Operator is a person or an entity that undertakes directly by lease, or other arrangement, to engage in air transportation by hire on a scheduled passenger basis over specific routes approved by the FAA and operates under the appropriate FAR (including but not limited to Parts 135 or 121 or under FAR part 298) with aircraft that are within the weight limitations established for the Airport in its Rules and Regulations.

---

An Air Carrier Operator shall have entered into an Agreement with Routt County.

**PART 3 Section (14) - SPECIFIC REQUIREMENTS  
FOR  
FAR PART 121/OPERATION SPECIFICATION 135, or FAR PART 135,  
SCHEDULED AIR CARRIER (10-30- Seats)**

---

*A FAR Part 121 or 135 Operator* is a person or an entity that undertakes directly by lease, or other arrangement, to engage in air transportation by hire on a scheduled passenger basis over specific routes approved by the FAA and operates under the appropriate FAR (including but not limited to Parts 135, or 121 and are within the weight limitations established for the Airport in its Rules and Regulations).

---

A FAR Part 121 or FAR Part 135 Operator shall have entered into an Agreement with Routt County.

**PART 3 Section (15) - SPECIFIC REQUIREMENTS  
FOR  
FAR PART 380/PUBLIC CHARTER OPERATIONS**

---

*An FAR Part 380 Public Charter Operations ("380 Operator") is a person or an entity that furnishes passenger carrying on-demand air transportation to the general public by engaging the services of established Air Charter Operators with aircraft that provide no more than 30 passenger seats and are within the weight limitations established for the Airport in its Rules and Regulations. The 380 Operator must engage the entire aircraft from the Air Charter Operator if it is furnishing aircraft with 20 or less passenger seats.*

---

A FAR Part 380 Public Charter Operator shall County.  
have entered into an Agreement with Routt

## PART 4 - APPLICATION CONTENTS AND HEARING PROCESS

Application to perform any commercial aeronautical activities shall be in writing (either on applicant's own form or one provided by Routt County) and filed with Routt County. The application must demonstrate compliance with all the PART 2, General Requirements and the specific requirements under PART 3, Section (2) through (15), and must contain the following as defined below: 1) Basic Business Information; 2) Certifications and Experience Information; 3) Financial & Market Information; 4) Insurance and Other Information.

PLEASE NOTE: To the extent permitted by applicable law, financial information you submit may be kept confidential. If you wish to request that the financial information you submit be kept confidential, you must submit such information in a separate attached exhibit so indicated. Other information submitted as a part of the Application will be made available to the public upon request.

### BASIC BUSINESS INFORMATION

- A. Company name, mailing address and telephone number.
  - B. Proposed date for commencement of operations and purposed hours of operation.
  - C. Type of Business Services to be offered along with copies of any federal or state operating certificates.
  - D. Business Location including copies of existing or proposed leases or subleases as well as the following information:
    - 1) For currently or proposed leases or subleases of existing structures or improvements - describe the amount, parcel, size, location of office, hangar (or tie-downs), and automobile parking areas to be utilized solely for applicant's proposed operation.
    - 2) For proposed leases or subleases of unimproved airport areas - describe land to be leased and buildings and improvements to be constructed, together with automobile parking available and required for the proposed operations.
  - E. List of the principal owners and key personnel and examples of their signatures.
- B. Describe personnel to be used, provide experience data and include copies of any applicable federal or state operating licenses or certifications.
  - C. List all applicable federal, state, or local certifications and licenses currently held or to be obtained. Include copies or currently held licenses and certifications.
  - D. Describe number of aircraft to be utilized including makes, models, passenger seating capacity, cargo capacity, aircraft registration number (n-numbers) and copies of any applicable operating certificates.

### FINANCIAL & BUSINESS INFORMATION

- A. Provide a written confirmation of account status and history from bank.
- B. Provide a full description of the proposed nature of the operation. Include all services to be provided, number of persons to be employed, and any expansion plans, etc.
- C. Provide a statement of need for your proposed operation at the airport.
- D. Provide the appropriate non-refundable application fee.

### CERTIFICATIONS & EXPERIENCE INFORMATION

- A. Statement of past experience in the specified aviation business service or commercial aeronautical activity for which the application is made.

**PLEASE NOTE:**

*Routt County reserves the right to ask for additional financial and market information in order to determine whether the Operator is reasonably fit, willing and able to discharge its economic obligations to the Airport community. Examples of additional information include but are not limited to market analysis, cash flow, profit and loss projections, financial statements prepared by a Certified Public Accountant, credit reports on the business or each party owning or having a financial interest in the business.*

**INSURANCE & OTHER INFORMATION**

- A. List types and amounts of insurance coverages to be maintained for the proposed operation and provide a Certificate of Insurance evidencing such coverage.
- B. If proposed operation includes rental, sales or flight training, provide a copy of the student/renter insurance disclosure notice as well as evidence that the same notice has been incorporated in any rental agreement.

**HEARING ON APPLICATION**

- A. Upon receipt of an application and submittal of a non-refundable application fee, the Aviation Director reviews the application for compliance. A public hearing will be scheduled for the Yampa Valley Airport Commission's consideration for recommendation to the Routt County Board of County Commissioners.
- B. A public hearing on an application does not imply or express approval by the Airport, the Yampa Valley Airport Commission or Routt County to operate on the airport. Routt County reserves the right to deny any application found to be invalid, incomplete, or contrary to the Airport Purpose.