

City of Glenwood Springs Airport
Minimum Standards for Aeronautical Activities

1. DEFINITIONS

- 1.1. **Aeronautical Activity.** Any activity conducted on airport property that involves the operation of an aircraft, makes the operation of an aircraft possible, or contributes to or is required for the safe operation of aircraft. The following activities are among those considered to be aeronautical activities within this definition:
- 1.1.1. Charter operations
 - 1.1.2. Pilot training
 - 1.1.3. Aircraft rental
 - 1.1.4. Sightseeing
 - 1.1.5. Aerial surveying
 - 1.1.6. Agricultural aircraft operation
 - 1.1.7. Air carrier operations (both airline passenger and air cargo)
 - 1.1.8. Aircraft sales and service
 - 1.1.9. Aviation fuel and oil sales (whether or not conducted in conjunction with other included activities)
 - 1.1.10. Repair and maintenance of aircraft
 - 1.1.11. Sale of aircraft parts
 - 1.1.12. Any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as an aeronautical activity.
- 1.2. **Agreement.** A contract executed between the airport and any entity granting a concession that transfers rights or interest in property, or otherwise authorizes the conduct of certain activities. The agreement must be in writing, executed by both parties, and enforceable by law.
- 1.3. **Aircraft.** Any device used or intended to be used for flight in the air.
- 1.4. **Aircraft Maintenance.** The repair, adjustment, or inspection of Aircraft. “Major Repairs”- major alterations to airframe, power plant, propeller, and accessories as defined in 14 CFR Part 43. “Minor Repairs” - normal, routine annual inspection with attendant maintenance, repair, calibration or adjustment of Aircraft and accessories.
- 1.5. **Airport.** Any land owned, land under easement, or land controlled by the City of Glenwood Springs in support of operation of the Glenwood Springs Municipal Airport, and includes without limitation fixtures, roadways, parking areas, utilities, structures, runways, taxiways, ramps and aprons.
- 1.6. **Airport Manager.** the person duly authorized by the City of Glenwood Springs to exercise responsibility for the administration, maintenance, operation, protection and

supervision of the Airport, property, equipment, regardless of such person's title within City government.

- 1.7. **City, or Glenwood Springs.** City of Glenwood Springs, Colorado, the Glenwood Springs Municipal Airport owner, governed by the City Council of the City of Glenwood Springs.
- 1.8. **CFR.** Code of Federal Regulations.
- 1.9. **Fixed Base Operator or FBO.** A commercial business granted the right by the City to operate on an airport and provide aeronautical services such as fueling, hangaring, tie-down and parking, aircraft rental, aircraft maintenance, flight instruction.
- 1.10. **Improvements.** All buildings, structures and facilities, including, but not limited to, pavement, fencing, signs, and landscaping on, under or above any Airport area.
- 1.11. **Lease.** A contractual agreement between the City and a person as defined herein, granting use of a defined Airport area for a specified term, and establishing use conditions. The lease must be in writing, executed by both parties and enforceable by law.
- 1.12. **Minimum Standards.** The criteria established by an airport owner as the minimum requirements that must be met by Operators in order to engage in aeronautical activities or provide related services.
- 1.13. **Operator.** Means a person based on the Airport using the Airport for aeronautical activities.
- 1.14. **Person.** Any tenant, individual, firm, corporation, association, partnership or organization, either formal or informal.
- 1.15. **Sublease.** A lease granted by an Airport lessee to another entity of all or part of the property leased from the City, whether on a sole or joint lease basis.
- 1.16. **Through the Fence or Off-Airport Access.** Through the fence operations are those activities permitted by an airport sponsor by a written agreement that permits access to the public landing area by independent entities or operators offering an aeronautical activity or to owners of aircraft based on land adjacent to, but not a part of, the airport property.
- 1.17. **Unicom.** A nongovernment air/ground radio communication station which may provide airport information at public use airports. The Common Traffic Advisory Frequency (CTAF) at the Airport is 123.0.

2. INTRODUCTION

- 2.1. **Effective Date.** These Minimum Standards shall be in effect upon adoption by the Glenwood Springs City Council, unless repealed by the City. These Minimum Standards shall apply to all operations and activities at the Airport as of the date of adoption.
- 2.2. **Authority.** C.R.S. Sec. 41-4-204 provides, in part, that “[i]n connection with the erection or maintenance of any such airport or air navigation facilities, any city or town, or any municipal corporation, has the power and jurisdiction to ... provide rules and regulations covering the use of such airport and facilities and the use of other property or means of transportation within or over the airport...”
- 2.3. **Applicability.** The City of Glenwood Springs (“City”) owns and operates the Glenwood Springs Municipal Airport (“Airport”). These Minimum Standards specify the standards and/or requirements that must be met by any operator engaging in aeronautical activities at the Airport (“Operator”). No Operator shall be allowed to engage in aeronautical activities at the Airport under conditions that do not, in the Airport Manager’s sole discretion, fully comply with these Minimum Standards, unless an exemption or variance has been approved in writing by the Manager. These Minimum Standards shall apply to any use of Airport land or improvements for the purpose of engaging in aeronautical activities.
- 2.4. **Airport Manager Responsibilities and Authority.** The Airport Manager is responsible for the administration, maintenance, operation, protection and supervision of the Airport, property, and equipment. The City has authorized and directed the Manager to interpret, administer and enforce these Minimum Standards.
- 2.5. **Variance.** The Manager may, but is not obligated to, approve variances to these Minimum Standards when special conditions or unusual circumstances exist.
 - 2.5.1. Request for a variance must:
 - 2.5.1.1. State the specific provision(s) for which the variance is being sought;
 - 2.5.1.2. Describe the proposed variance;
 - 2.5.1.3. State the reason for the proposed variance, including any anticipated hardships resulting from strict enforcement of these standards;
 - 2.5.1.4. Identify the anticipated impact on the Airport and other entities including Operators, lessees, sublessees, users of the Airport, the City, and the public; and
 - 2.5.1.5. Identify the duration of the proposed variance.
 - 2.5.2. Prior to the approval or denial of a variance, the Manager shall conduct a review of all relevant information including the request for variance as well as any other information that may be requested or required by the Manager.
 - 2.5.3. In taking action on a request for variance, the Manager may grant the request only when it is determined that:
 - 2.5.3.1. Enforcement of specific provisions in these Minimum Standards will create an unnecessary hardship or practical difficulty in the intended use of the affected property;

- 2.5.3.2. The variance will not injure the existing or permitted use of adjacent conforming property; and
- 2.5.3.3. The granting of a variance is consistent with the purpose and intent of these Minimum Standards.
- 2.5.4. Approval or denial of a variance shall be determined by the Manager in their sole discretion. If approved, the variance shall only apply to the particular case for which the variance is granted. An approval by the Manager of a variance shall not serve to amend, modify, or alter these Minimum Standards or any existing Agreement.

2.6. Enforcement.

- 2.6.1. In the event an Operator fails to comply with these Minimum Standards, the Manager shall send a written statement of violation to such Operator at its last known address. The Operator shall have 30 calendar days from the date of notice within which to provide a response to the Manager explaining why the violation occurred and to advise the Manager that the violation has been corrected. If the Operator fails to cure the violation within such time, the Manager shall have the authority to suspend or revoke the Operator's privileges at the Airport, as the Manager deems necessary in order to obtain a correction of the violation. In the event such violation is not curable within 30 calendar days, the Operator shall have such additional time to effect a cure, as determined by the Manager. In addition, the Operator's record of any such violation shall be considered any time the Operator submits an application, seeks permission, or requests approval from the Manager.
 - 2.6.2. Any person who violates a provision of these Minimum Standards, Colorado statutes, or City ordinance may be required to pay a civil penalty up to \$500.00 per violation. In addition, a violation which compromises the health, safety or public enjoyment of the airport, or a pattern of violating which demonstrates disregard to the rights of the City or other airport users may result, after written notice and opportunity to be heard, in an order of the City Council which prohibits the violator from entry upon or use of the airport for a specific period of time or permanently.
- 2.7. **Hold Harmless.** Operators, Users, or Tenants affected by these Minimum Standards (including, but not limited to, the drivers and registered owners or motor vehicles using the public parking areas of the Airport shall indemnify and holding harmless the City, it's Council members, officers, agents, and employees, from and against and any and all liabilities, obligations, claims, damages, costs, and expenses, including attorney's fees, incurred by or asserted against the City, it's Council members, officers, agents, and employees, by any person or entity whatsoever, resulting from the acts, omissions or wrongful conduct, related to use or occupation of the airport or operations thereon of the Operator, User, Tenant, or such entity's City Council members, officers, partners, employees, agents, representatives, contractors, subcontractors, customers, attests, invitees, or any third party acting under its direction or control.

3. GENERAL REQUIREMENTS AND STANDARDS

- 3.1. **Airport Closure/Unsafe Activities.** The Airport Manager may close any portion of the Airport, terminate or restrict any activity thereon or prohibit aircraft operations and issue a NOTAM when it is determined continued operations may be unsafe.
- 3.2. **Compliance with Regulatory Measures.** Any person or entity occupying or using, engaging in an aeronautical activity on, or developing Airport land or improvements shall comply, at the person's or entity's sole expense, with all applicable regulatory measures including, without limitation, these Rules, and those of any other entity or agency having jurisdiction over the Airport.
- 3.3. **Nonaeronautical Uses Prohibited.** Facilities located upon the Airport, including but not limited to hangars, may only be used for storage and maintenance of aircraft and equipment related to aeronautical activities. Storage of any other equipment, including but not limited to campers, boats, recreational vehicles, household items, or other items that can be stored at a commercial storage facility is prohibited anywhere on the Airport.
- 3.4. **Parking.** Aircraft parking for more than 30 days, both tie down and hangar, is not authorized without a signed parking rental/lease agreement. Temporary permission may be granted by the Manager.
- 3.5. **Signage/Advertisements.** Advertisements, signs, notices, circulars, handbills may be posted or distributed only with the prior written permission of the Manager. The Manager has the right to remove any unauthorized signs or any such items.
- 3.6. **Special Events.** Special events on the Airport require written coordination, regulation and authorization of the Airport Manager prior to the public disclosure or advertisement of the event. Certain events may require an executed lease, operating agreement, license or permit from the City.

4. SAFETY AND SECURITY

- 4.1. **Accidents or Incidents.** In addition to other appropriate notifications and actions, accidents resulting in damage to property, injury requiring medical treatment, or interference with normal Airport operations shall be reported to the Manager, who shall report such to the City Council. Other appropriate notifications may include FAA and/or NTSB.
- 4.2. **General Conduct.** No person shall use, keep, or permit to be used or kept, any foul or noxious gas or explosive substance at the Airport, or permit the Airport to be occupied or used in a manner reasonably objectionable to other users.
- 4.3. **Fire/Open Flames.** The use of open flame space heaters is prohibited on Airport property. Smoking and the use of any open-flame device is prohibited on any apron, or within fifty (50) feet of any aircraft, fuel truck, fueling facility, or flammable storage facility. Any fires (regardless of the size of the fire or whether or not the fire has been extinguished) shall be reported immediately to 911. No welding/cutting activities shall be conducted on

the Airport without an approved operational fire extinguisher nearby with a person trained in its proper usage present for the duration of any such activities.

- 4.4. **Fire Suppression.** Each hangar shall have available in an accessible location at least one operable, Fire Underwriter approved, ten pound or greater dry chemical fire extinguisher, maintained in accordance with local codes. FBO's and similar operators shall have appropriate types and number of extinguishers for their operation, located in readily apparent places.
- 4.5. **Hazardous Materials.** Used engine oil shall be disposed of only at approved waste oil stations or disposal points. Secondary containment is required for the storage of large quantities of gasoline, oils, solvents, or other hazardous waste in drums or receptacles. Aviation fuels or automotive gasoline in quantities greater than ten (10) gallons, except those fuels stored in internal aircraft fuel tanks for flight operations, shall not be stored at the Airport without the prior written permission of the Manager, which shall not be unreasonably withheld in the case of Commercial Operators or FBO. Fuels must be stored in accordance with any applicable local codes, regulations, and requirements for such storage.
- 4.6. **Hazardous Material Spills.** Any person who experiences spilling of more than a minimal amount of oil, grease, fuel, alcohol, glycol or any other hazardous material shall immediately call 911 and shall take action to prevent/minimize danger to personnel, property and the environment while awaiting arrival of emergency personnel.
- 4.7. **Compressed Gases.** Oxygen or any compressed gas in a cylinder or portable tank must be secured to a fixed location or secured to a portable cart designed and approved specifically for the cylinder or tank being secured, except Aviators' Breathing Oxygen bottles installed in aircraft, portable bottles being hand-carried to aircraft for use in flight operations, or medically prescribed oxygen in use by an Airport patron. Cylinders or tanks not in use shall have an approved transportation safety cap installed.
- 4.8. **Drugs/Alcohol, Under the Influence of.** No person under the influence of alcohol or illegal drugs shall enter or remain on the Airport.

5. NECESSARY AUTHORIZATIONS

- 5.1. **Written Agreement.** Prior to the commencement of an operation, the Operator shall be required to enter into a written agreement with the City authorizing operations and permitting the Operator's tenancy on the Airport. The conditions set forth in these Minimum Standards do not represent a complete recitation of the provisions to be included in the written agreement. The written agreement shall not, however, modify or be inconsistent with these Minimum Standards.
- 5.2. **Commercial Activities.** Commercial activity of any kind on the Airport requires the express prior written permission of the City through a specifically authorized agreement, lease, sublease, license, permit or written temporary permission; the payment of any required fees, and compliance with these Minimum Standards. Unless otherwise provided

therein, any permission may not be assigned or transferred and shall be limited solely to the approved activity.

5.2.1. **Transient Commercial Activities.** With the exception of governmental operations, transient commercial operators who land, refuel or use the Airport in any manner shall not be required to enter into an agreement with the City, but shall pay a fee of \$50 per day.

5.3. **Through-the-Fence Activities.** All "Through-the-Fence" activities may be conducted only in accordance with written Permit with City of Glenwood Springs. No such "Through the Fence" activity shall be authorized except in strict accordance with the Airport's Minimum Standards, and such activities are generally to be discouraged.

5.4. **Ground Space, Facilities, and Accommodations**

5.4.1. The Operator shall lease from the City or sublease from another Operator sufficient ground space, buildings, facilities and accommodations for the proposed Aeronautical Activity. Leases between the City and the Operator shall be written in a form determined by the City and prepared by or approved by the Glenwood Springs City Attorney's Office. If the Operator proposes to sublease Premises from another Operator, Operator shall provide a copy of the proposed sublease to the City during the application process. An Operator based on the Airport by way of a sublease arrangement shall not commence operations at the Airport until the written agreement between the City and the Operator, referred to above, and the sublease are executed and filed with the City Clerk.

5.4.2. The proposed Premises shall include sufficient ground space, facilities, and accommodations for the Operator's proposed Aeronautical Activity, including at minimum, a paved walkway to accommodate pedestrian access and, when appropriate, a paved Aircraft apron with tie-down or hangar facilities within the Premises sufficient to accommodate the activities being performed.

5.4.3. Unless otherwise provided for in a written sublease between Operators, the Operator shall be responsible for utility costs, maintenance of all interior space and landscaped areas, and snow removal within ten feet of the perimeter of any structure, and trash removal from the premises.

5.4.4. Any new construction or alteration of existing improvements shall be subject to the Glenwood Springs Municipal Code and any other applicable governmental regulations.

5.4.5. Operator shall maintain the premises (including all related and associated appurtenances, facilities and equipment) in a neat, safe and orderly condition. Vegetation shall be kept under twelve (12) inches on premises.

5.4.6. Operator shall conduct its activities on and from the premises in a safe, efficient, and first class professional manner consistent with the degree of care and skill exercised by experienced operators providing comparable products and services in like markets.

5.5. **Licenses, Permits, Certifications and Ratings.** Any operator shall obtain and comply with all necessary licenses, permits, certifications, or ratings required for the conduct of operator's activities at the Airport as required by City of Glenwood Springs or any other duly authorized agency prior to engaging in any activity at the Airport. Upon request, operators shall provide copies of such licenses, permits, certifications, or ratings to the Airport Manager within 5 business days. Operators shall keep in effect and provide to the Airport Manager copies of all necessary or required licenses, permits, certifications, or ratings, excluding medical or other confidential information.

6. INSURANCE

6.1. The Operator shall procure and maintain insurance of the types and the minimum limits set forth in Exhibit A to these Minimum Standards. The insurance company with whom the Operator contracts shall be licensed to do business in the State of Colorado. The City shall be named as an additional insured, the policy shall include a waiver of subrogation, and the contract of insurance shall provide for ten (10) days notice to the City of changes in the policy and 30 days notice in the event of cancellation. Proof of insurance, in the form of Certificate(s) of Insurance and/or copies of the policy(s), shall be delivered to the Airport Administration office and shall be maintained as a public record in the files of the Airport Manager. Additional types and amounts of insurance may be required by the Airport Manager on a case-by-case basis.

6.2. When the Operator conducts more than one Aeronautical Activity, the minimum coverage limits required to insure the operations will vary depending upon the nature of the individual activities combined. The limits will not be cumulative in all instances; however, the Operator shall provide at least the minimum limits of insurance for all risk exposures.

6.3. **Failure to Produce Insurance.** Upon failure of the Operator to produce or maintain required insurance, the Manager, his or her sole discretion, may, upon ten (10) days written notice to Operator, procure or renew such insurance, pay any and all premiums in connection therewith, and the cost of any such insurance premiums shall be treated as additional rent.

6.4. **Notices.** All Operators conducting rental or sales of Aircraft, 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(s) to the Airport Manager to be maintained as a public record in the files of the Airport Manager's.

7. AIRCRAFT OPERATIONS

- 7.1. **Unattended Aircraft.** No aircraft is to be left running while unattended.
- 7.2. **Starting, Parking, Positioning, or Taxiing.** Shall be done in such a manner so as not to cause propeller or jet blast that may result in injury to persons or damage to property. It is the operator's responsibility to ensure the aircraft is secure and is properly tied down or chocked when parked.
- 7.3. **Unicom.** All aircraft, if able, shall monitor the 123.0 CTAF frequency and announce taxi, takeoff, departure or landing intentions.

8. HELICOPTER OPERATIONS

- 8.1. **Helicopter Take-Off/Landing.** All helicopters at the Airport shall take off, taxi or park only from parking pads, ramps or airport taxiways and runways designated by the Airport Manager, who will also provide a marked Helicopter landing area for transients.
- 8.2. **Helicopter Operations.** Helicopters operators shall make a best effort to minimize rotor wash impacts to other Operators and aircraft.

9. SPECIALIZED AERONAUTICAL ACTIVITIES

- 9.1. **Agricultural Aircraft.** Agricultural aircraft used for pesticide application are not permitted at the Airport except in transit, or for repairs by the FBO with advance notice, unless approved by the City in writing, in the form of an agreement that covers presentation of all applicable pilot, aircraft and operations credentials and assurance that all regulatory standards for loading, handling and storage are met. Washing of agricultural aircraft is not permitted except with prior written City permission and in compliance with all regulations, including state and federal environmental regulations and standards of the U.S. Department of Agriculture.
- 9.2. **Motorless Aircraft.** Hot air balloon operations, parachute drops, banner or glider towing, use of motorless Aircraft, and aeronautical transport of radioactive or Hazardous Materials are prohibited without prior written approval from the Airport Manager, based on safety concerns of coordinated Airport use. Approval may be granted, under scheduling guidelines, by the Airport Manager if the person proposing such activity demonstrates to the Airport Manager that such activities may be conducted on the Airport in a safe manner without interference with other aeronautical activities.

9.3. **Model Aircraft and Drones.** Except as authorized and regulated by law or FAA regulation, it shall be unlawful for any person to launch any Model Aircraft or Drone on or from the Airport. The City may, in its sole discretion, allow model aircraft airshows or flights, with proper advance NOTAMS from the Airport Manager.

10. AIRCRAFT FUEL

10.1. **Fueling.** All fueling operations on the Airport shall be in accordance with the directives of the Glenwood Springs Fire Department, the Uniform Fire Code. Persons engaged in the fueling of aircraft shall exercise care to prevent overflow of fuel and shall be responsible for the immediate cleanup if spillage should occur. During fueling or de-fueling, when ground points are available, the aircraft and the dispensing apparatus shall both be grounded. Fueling or de-fueling operations shall be conducted with adequate fire extinguishers immediately available. All extinguishers shall be inspected and certified as required by law.

10.2. **Prohibited Activities.**

10.3. No aircraft shall be fueled while an engine is running (“hot fueling”) unless prior authorization has been received from Airport Management.

10.4. No aircraft shall be fueled or de-fueled during an electrical storm that is within close proximity of the Airport.

10.5. Starting an aircraft when there is any flammable liquid posing a fire hazard on the aircraft or on the ground in the immediate vicinity of the aircraft is prohibited.

10.6. Only qualified personnel shall be permitted to defuel any aircraft.

10.7. **Permit.** Except for fuels stored in internal aircraft fuel tanks for flight operations, fuels in quantities greater than ten (10) gallons shall only be stored on the Airport by persons having written permission from the Airport Manager authorizing the fueling operation and approving the fuel storage facilities, refueling vehicles, and related equipment. This includes any third-party, public use, self-serve facilities.

10.8. **Use of Incendiary Devices.** Use of matches, lighters, or any other igniting or incendiary devices is prohibited on the AOA and within fifty (50) feet of any Aircraft, refueling vehicle, fuel storage facility, or any Aircraft being fueled or defueled.

11. AIRCRAFT MAINTENANCE

- 11.1. **Non-commercial Aircraft Maintenance.** Aircraft maintenance of a non-commercial nature, may be performed at tie downs and in individual hangars, on personal aircraft, by aircraft owners or their employees in accord with these Minimum Standards. Aircraft owners may hire a qualified individual to provide services for Owner's personal non-commercial Aircraft, providing this individual, if not a direct employee, but as an independent contractor, provides written evidence of liability insurance satisfactory to the City, is doing such work on an occasional and not on a continuing basis, and adheres to Airport Minimum Standards.
- 11.2. **Commercial Aircraft Maintenance.** Aircraft maintenance of a commercial nature is only permitted by written agreement with the City and including proof of sufficient liability insurance for such activities.
- 11.3. **Small-scale Manufacturing.** Small-scale one at a time aircraft manufacturing, such as homebuilt and experimental aircraft for the builder's personal education, hobby, or use, is permitted provided the process complies with all FAA and other applicable codes and regulations. All other aircraft manufacturing on the Airport is prohibited.
- 11.4. **Aircraft Painting.** Aircraft painting, stripping, doping, and refinishing shall be performed only in accord with local codes.
- 11.5. **Emergency Maintenance.** Major maintenance by anyone on ramps, in tie down areas, and hangar area taxiways is prohibited; provided, however, the Manager may grant temporary permission for emergency repairs.

12. MOTOR VEHICLES

- 12.1. **Air Operations Area.** The Airport Manager may restrict vehicles to certain portions or segments of the AOA. Such restrictions shall prohibit vehicle operations outside designated areas.
- 12.2. **Vehicle Licensing and Equipment.** All vehicles shall meet proper state licensing, registration, and inspection requirements.
- 12.3. **Vehicles Hauling Loose Material.** Vehicles used for hauling trash, dirt, or any loose material shall be operated in such a fashion as to prevent the contents of the vehicle from dropping, sifting, leaking, or otherwise escaping, especially in movement areas.