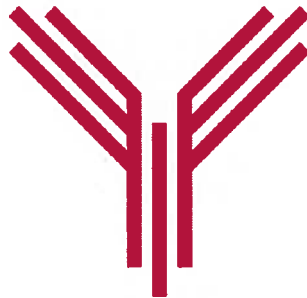


Ground Transportation Rules and Regulations



COLORADO SPRINGS AIRPORT

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Colorado Springs, CO 80916

Approved By:

COLORADO SPRINGS AIRPORT

A handwritten signature in blue ink that reads "Troy W. Stover".

December 5th, 2016

Troy W. Stover,

Date

Interim Director of Aviation

Purpose

The purpose is to enact reasonable standards, regulations, procedures and fees for conducting Ground Transportation Services at the Colorado Springs Municipal Airport. These rules and regulations help promote the health, safety, welfare, and efficient use of limited Airport space and facilities, including alleviation of congestion on Airport roadways and terminal curbsides; specifically for the preservation of revenues for airport development, maintenance, and operations; and to ensure reliable and convenient ground transportation options for the traveling public.

Applicability

These Colorado Springs Airport Ground Transportation Rules and Regulations govern the operation of all Ground Transportation providers upon Airport premises, and all matters related to such Operators' permits including but not limited to eligibility, application, denial, suspension and revocation. Ground Transportation Providers of all types are subject to these rules and regulations.

Permittees are responsible for the conduct and actions of their employees, agents, representatives, and independent contractors, including compliance with all rules of conduct.

Legal Authority

This Regulation is promulgated under the following authority:

- 1. Colorado Constitution, Article XX (Home Rule Authority)**
- 2. The Charter of the City of Colorado Springs, Chapter 14, Article 1, Part 2**
- 3. Colorado Revised Statutes, CRS 41-4-204**

The Department of Homeland Security and Transportation Security Administration may impose security restrictions on the Airport, which may affect Ground Transportation operations. Such restrictions may include: mandatory vehicle searches, prohibition of unauthorized vehicles within a defined distances of the terminal building, and no unattended vehicles adjacent to the terminal building. Failure to comply with these federal regulations may result in immediate suspension of operating privileges at the Airport.

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Section 1 Definitions

Airport. The Colorado Springs Municipal Airport which is owned, operated and governed by the City, and all land, Improvements, and appurtenances within the legal boundaries of the Airport as it now exists on the Airport Layout Plan (or Exhibit A of the most recent FAA grant) and as it may hereinafter be modified.

Airport Property. All real property, tangible property, facilities, improvements, or apparatuses owned, leased, or controlled by the Airport.

Authorized Airport Representative. Employees of the City of Colorado Springs, including, but not limited to Airport Police and Airport Operations Personnel.

Automated Vehicle Identification (AVI) Tag or AVI transponder. A radio receiver box issued to authorized and permitted ground transportation companies operators for the purpose of accessing the AVI lanes.

AVI Lane. Roadway designated as loading and unloading lanes for Ground Transportation Permittees.

Colorado Public Utilities Commission (COPUC). State of Colorado Regulatory Agency as set forth in C.R.S. § 40-2-101 *et seq.*

Commercial Operator. Any person, company, Limousine operator, TNC operator, Courtesy, Taxicab operator, Shuttle operator, Motor Vehicle operator, or legal entity, including its employees, agents, representatives and independent contractors operating motor vehicles on Airport Property for the purpose of providing for-profit Ground Transportation Services.

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

Curbside Area. The curb of the traffic lane(s) adjacent to the passenger terminal.

Deactivated. Turned off.

Director of Aviation. That person (or designated representative thereof) responsible for the administration and day-to-day operation and management of the Airport in accordance with City Code 14.1.202.

Dwell Time. The period of time that a motor vehicle remains in the Ground Transportation passenger pick-up zone.

Geo-Fence. A software program that uses the global positioning system (GPS) or radio frequency identification (RFID) to define geographical boundaries or virtual barriers. A TNC operator shall at all times be able to demonstrate to the Airport that it has installed Airport approved Geo-Fence monitoring software that is triggered by or with the TNC mobile application that allows the TNC to track TNC drivers upon entrance and travel within the Geo-Fence area of the Airport.

Ground Transportation Management System. A software-based automated vehicle identification (AVI) system used to record the number of trips and dwell time of each Permittee vehicle using the AVI lanes. The system consists of a network of proximity antenna receivers, gate controllers and related hardware such as video cameras for support.

Ground Transportation Operating Permit or “Permit”. A written authorization issued by the Airport to Commercial and Non-Commercial Operators granting the non-exclusive privilege of operating motor vehicles and conducting ground transportation services on Airport property.

Ground Transportation Permittee or “Permittee”. A person, company, or legal entity, which receives, and maintains a Permit to provide Ground Transportation Services as set forth in these rules and regulations.

Ground Transportation Provider. A person, company, or legal entity engaged in the business of Ground Transportation Services.

Ground Transportation Services. The activity of providing transportation of passengers via motor vehicles upon public highways, roadways, or streets, including those located on Airport property.

Limousine. Sedan, “stretch” or “luxury” vehicle, van or other motor vehicle that has a seating capacity of not more than fifteen passengers including the driver that is used to transport passengers for remuneration, excluding a “walk-up” or “on-demand” service.

Loading Zone. The area designated by the Airport for the loading and pickup of passengers by Permittees.

Motor Vehicle. A self-propelled vehicle used for travel on the highway or any roadways which transports persons and property. Motor Vehicle includes, but is not limited to, taxicabs, passenger cars, buses, vans, shuttles, trucks, buses, limousines, motorcycles, and courtesy vehicles of any kind.

Non-Commercial Operator. Any person, company, Motor Vehicle operator, or legal entity, including its employees, agents, representatives, and independent contractors, operating Motor Vehicles upon Airport Property that is not primarily engaged in the business of ground transportation, which is but not limited to schools, universities, non-profit, and governmental organizations.

On-Demand Service. A customer fare created via a “walk-up” request for Ground Transportation Services and whom does not have a prior arrangement or reservation for such services.

Operator. Any person, employee, agent, or independent contractor who is in actual physical control of a Motor Vehicle and is conducting Ground Transportation Services on behalf of a Permittee.

Passenger Drop-off Zone. An area designated by the Airport for the dropping off of passengers by Permittees.

Prearranged Services. A Ground Transportation Service provided through prior communication, arrangement, or reservation of any kind.

Public Vehicle Lanes. The public traffic lanes contiguous to the Passenger Terminal used for pick-up and drop-off of arriving or departing passengers. Public Vehicle Lanes shall not include the public traffic lanes designated for ground transportation customer pick-up or delivery.

Queuing Zone. The area designated for taxis to form a line before entering the approved loading zone area in the AVI lane.

Share Ride. The nonexclusive use of a Motor Vehicle by two or more passengers, traveling from different points of origin, but in the same general direction whereby each pays a separate fare for the trip.

Shuttle. A motor vehicle used for transporting persons regularly between two places.

Solicit or Solicitation. Any act, gesture, or conduct of any kind or nature initiated by an Operator that is intended to induce or attract a person for the purpose of engaging in Ground Transportation Services.

Staging Zone. The area designated for staging Ground Transportation Service when a Loading Zone is not available.

Suspension. The temporary stoppage of a Ground Transportation Operators Permit and/or access to the Airport.

Taxicab. A Motor Vehicle which is licensed under the PUC to transport passengers in return for payment of a fare, usually fitted with a taximeter.

TNC Act. The document that regulates Transportation Network Companies in the state of Colorado.

Trade Dress. A placard, signage, or display object affixed to a Motor Vehicle which identifies a specific Commercial Operator.

Transportation Network Company (TNC). A corporation, partnership, sole proprietorship, limited liability company, trust, or other legal entity, authorized to operate in Colorado, which uses a digital network that connects passengers to a TNC authorized driver.

Trip. Any operation of a Motor Vehicle on roadways controlled by the Airport

Voucher. A printed piece of paper, form or document entitling the holder to a credit of monetary value that may be exchanged for payment of Ground Transportation Services provided.

Walk-Up Passenger. A passenger for whom reservations or pre-arraignments have not been made for Ground Transportation Services.

Waybill. A list of passengers or goods carried via a Motor Vehicle.

Section 2 Application Process

- 2.1. Permit Application and Renewal Requirements.** No Commercial or Non-Commercial Operator shall perform Ground Transportation Services on Airport Property without a Permit. An applicant shall comply with all requirements provided in this subsection 2.1 before the Airport will issue a Ground Transportation Operating Permit.
- 2.1.1.** An applicant shall provide the Airport with a complete application.
 - 2.1.2.** An applicant shall provide a valid certificate of insurance demonstrating compliance with all Airport insurance requirements.
 - 2.1.3.** An applicant shall submit all required fees.
 - 2.1.4.** An applicant and all Commercial Operators shall be in good standing with Colorado Secretary of State.
 - 2.1.5.** An applicant and all Commercial Operators must be authorized to operate by the Colorado Public Utilities Commission (COPUC), as applicable.
- 2.2. Transportation Service Categories.** Upon compliance with subsection 2.1, the Airport, in its discretion, may issue a Permit to an approved Motor Vehicle, including, but not limited to a Taxicab, Limousine, Shuttle, and Courtesy vehicle, TNC or other Motor Vehicles providing Ground Transportation Services.
- 2.3. Denial Suspension or Revocation of a Permit.** The Airport, in its sole discretion, may deny, suspend, or revoke a Ground Transportation Operating Permit for the following reasons:
- 2.3.1.** A previous revocation based on a violation of these rules and regulations;
 - 2.3.2.** A violation of any federal, state, local law, or regulation governing a Commercial Operator, licensed COPUC operator, or Permittee;
 - 2.3.3.** A failure to comply with the Airport's insurance requirements stated herein;
 - 2.3.4.** A failure to pay fees or money due as provided in these rules and regulations;
 - 2.3.5.** Acting in an unsafe, offensive, unruly, or objectionable manner; or
 - 2.3.6.** Failure to comply with any federal, state, or local security regulation or requirement;
 - 2.3.7.** Failure to comply with any reasonable direction issued by Airport staff, the Colorado Springs Police Department, or the Transportation Security Administration while on Airport Property for the purpose of engaging in or completing Ground Transportation Services.

Section 3 General Operating Rules

- 3.1. Airport Reservation of Rights.** The Airport reserves the right to deny Ground Transportation Services based on: (1) the need or demand for Ground Transportation Services on Airport Property; and (2) whether staging and loading space is or can be made available for new, increased, renewed, or expanded service. The Airport further reserves the right to change the rates, charges, and operating rules governing Permittees, including, but not limited to, areas of operation and maximum Dwell Times.

- 3.2. Ground Transportation Operating Permit.** No person or party may operate a ground transportation motor vehicle engaged in passenger pick-up upon Airport property without an active operating permit issued by the Airport.
- 3.3. Permit Term.** Ground Transportation Operating Permits will expire at 11:59 p.m. on the expiration date of the Permittee's automobile liability Insurance policy. Permit term shall not exceed twelve (12) consecutive calendar months from the anniversary date of the certificate of insurance provided to the Airport.
- 3.4. AVI System Use and Compliance.**
- 3.4.1. AVI Tag Issuance to Specific Motor Vehicles.** When the Airport issues a Permit, an AVI device shall also be issued, excluding TNCs, to the individual Permittee's Motor Vehicle. Each AVI device shall be uniquely identified with a number corresponding to the particular Motor Vehicle for which it was issued. This is because users and user groups in the Ground Transportation Management System are organized by company and their defined vehicle capacity (excluding Taxicab Companies). If, for any reason whatsoever, an AVI device is switched to another Motor Vehicle for which it was not issued and without the Airport Director's written consent, then the Airport may suspend or revoke the corresponding Permit(s) and the AVI device may be deactivated by the Airport.
- 3.4.2. Compliance with Laws.** Permittees and Operators shall abide by and comply with the Airport's security requirements as set forth in **APPENDIX 1**, which is incorporated herein and made a part hereof by reference. At all times Permittees conduct any Ground Transportation Services on Airport Property, the Permittee, Operators, and any other persons over which Permittee has control shall, in connection with its activities and operations at the Airport, comply with all applicable federal, state, and local laws, ordinances, resolutions, rules, regulations, advisory circulars, and orders as now written or hereafter amended or enacted, including all Airport rules and regulations now in effect or promulgated from time to time that are applicable to or affect, either directly or indirectly, Permittees, Operators or its operations and activities conducted on Airport Property. A violation of any of such laws, ordinances, resolutions, rules, regulations or orders shall entitle the Airport exercise any and all rights and remedies hereunder and at law and in equity, immediate suspension or revocation of an issued Permit.
- 3.5. Liability for Injury or Damage.** Permittees and Operators shall be solely responsible for any and all injury or damages caused by his or her activities on Airport Property.
- 3.6. AVI Device Replacement.** In the event an AVI Tag is lost or stolen, the Permittee shall promptly provide written notice to the Airport Director. A replacement AVI Tag shall not be issued until such written notice is received by the Airport Director and all applicable fees have been paid.
- 3.7. Payment of Fees.** Permittees shall pay all AVI Tag fees established by the Airport as amended from time to time. Payment shall be remitted on or before the close of business on the twenty-fifth (25th) day of the month following receipt of the invoice. If payment is not received by the due date a late fee may be imposed in accordance with the Airport's late fee policy as stated in the Ground Transportation Operating Permit.
- 3.8. Piggybacking into AVI lane.** Piggybacking or following closely behind another Permitted Motor Vehicle traveling into the AVI lane without an issued AVI Tag is strictly prohibited. Any Permittee or Operator violating this rule is subject to discipline that may result in a verbal warning, fine, and/or suspension.

- 3.9. Unattended Vehicles.** All Permittees and Operators shall remain in the immediate vicinity of their Motor Vehicles and shall not leave their Motor Vehicles unattended unless they are tending to business previously approved by the Airport. Unattended Motor Vehicles will be subject to towing and the Permittee and/or the Operator may be subject to suspension or revocation.
- 3.10. Passenger Pick-Up/Drop-off Outside of Designated Zones Prohibited.** No Permittee or Operator shall pick up or drop off passengers outside the designated Loading Zone. A violation of this rule shall be subject to discipline that may result in a verbal warning, fine, and/or suspension.
- 3.11. Double Parking Prohibited.** No Permittee or Operator shall double-park Motor Vehicles on Airport Property.
- 3.12. Nontransferable.** AVI tags are issued to Permittees and shall be assigned to specific vehicles. Tags shall not be transferred, sold, shared or loaned to other Permittees or Operators.
- 3.13. Notification of Separation Required.** No later than twenty-four (24) hours after a Permittee's Operator is discharged or otherwise separated from his or her employment or contract, Permittee shall provide written notice to the Airport identifying the individual and his or her AVI Tag number for deactivation. The Permittee shall also, within twenty-four (24) hours, provide written notice to the Airport that a Motor Vehicle with an assigned AVI Tag has been removed from the Permittee's fleet.
- 3.14. Parking Zones.** Permittees and Operators shall comply with parking zones assignments as provided in **APPENDIX 2**, attached hereto and made a part hereof by reference.
- 3.15. Insurance Requirements.** Permittees shall procure and maintain in full force and effect, all insurance as set forth in **APPENDIX 3**, attached hereto and made a part hereof by reference. A certificate or certificates evidencing such insurance coverage shall be filed with the Airport on or before a Permittee conducts any business activity on Airport Property and said certificate(s) shall provide that such insurance coverage will not be canceled or reduced without at least thirty (30) days prior written notice to the Airport. At least ten (10) business days upon the expiration of said insurance policy or policies, a certificate showing that such insurance coverage has been renewed or extended shall be filed with the Airport. If such coverage is canceled or reduced, Permittee shall within seven (7) business days of notice of cancellation or reduction, but in any event no more than fifteen (15) business days before the effective date of said cancellation or reduction, file with the Airport a certificate showing that the required insurance has been reinstated in full, or provided through another insurance company or companies. The certificate must be signed by the insurance company's authorized representative.
- 3.15.1. Airport's Right to Procure Insurance.** In the event of a Default by a Permittee under subsection 3.15 above, the Airport may obtain the required insurance on or for the Permittee's behalf and the actual costs shall be billed to the Permittee plus a fifteen percent (15%) administrative charge shall be assessed, which shall be due and payable when billed.
- 3.15.2. Proof of Insurance.** Any Permittee or Operator engaged in Ground Transportation Services on Airport Property shall keep, in their Motor Vehicle, or have available via a mobile application, a copy of valid insurance certificate(s) and vehicle registration. Permittees shall produce such insurance certificate(s) and/or registration upon the request of an Authorized Airport Representative.
- 3.16. Driver's License.** Permittees and Operators engaged in Ground Transportation Services on Airport Property shall have on his or her person a valid driver's license issued by the State of Colorado or shall obtain a valid

Colorado driver's license within thirty (30) days of becoming a resident of Colorado, with all required endorsements for the operation and type of Motor Vehicle being operated. No Permittee or Operator will be allowed to perform Ground Transportation Services at the Airport without a valid driver's license.

- 3.17. Loitering and Remaining on Airport Property while not Conducting Business Prohibited.** No Permittee or Operator shall park his or her Motor Vehicle on or near the Passenger Terminal, the AVI Lane, Loading Zone, or Queuing Zone unless actively loading or unloading passengers. No Permittee or Operator shall park, loiter, or for any length of time remain on Airport Property unless actively conducting Ground Transportation Services. Permittees and Operators shall, by the most direct route, immediately proceed to the Loading Zone to pick-up passengers and shall, by the most direct route, immediately depart Airport Property once passengers are dropped off. When necessary, as determined by an Authorized Airport Representative, Permittees and Operators may be allowed to remain in the Staging Zone, Queuing Zone or other area designated by the Airport.
- 3.18. Temporary Sign Display.** For Prearranged Service only, Permittees and Operators may hold a professional sign with the Company name, Ground Transportation Service, the customer's name, and/or the customer's airline and flight number in public areas of the Passenger Terminal. Permittees and Operators shall not block or otherwise impede the orderly flow of Airport patrons in the Passenger Terminal.
- 3.19. Loading/Unloading Passengers**
- 3.19.1. Passenger Pick-Up.** Loading of passengers and their baggage shall be performed only at the designated Loading Zones as provided in **APPENDIX 2**, attached hereto and made a part hereof by reference. Passenger loading outside of Loading Zone shall be prohibited unless an Authorized Airport Representative issues a prior written authorization.
- 3.19.2. Passenger Drop-Off.** Permittees and Operators may unload passengers at the Passenger Drop-off Zone as provided in **APPENDIX 2**, attached hereto and made a part hereof by reference. Only taxicabs and TNCs are permitted to drop-off passengers at the curbside. Passenger pick-up is prohibited at the Passenger Drop-off Zone.
- 3.20. Unauthorized Access and Use.** No Permittee or Operator shall enter Airport Property for the purpose of providing Ground Transportation Services if his or her Permit or privileges to conduct business on Airport Property have been suspended or revoked.

Section 4 Rules Governing Permittees and Operators

- 4.1. Conduct.** Permittees and Operators shall conduct themselves in a professional, respectful, and courteous manner when dealing with or in the presence of the public, customer(s), other Permittees, Operators, Airport tenants, and Authorized Airport Representatives. No Permittee or Operator shall use profane, abusive, derogatory or obscene language while performing Ground Transportation Services. Such Permittee and Operator shall not be discourteous to a passenger, fail to accede to a passenger's reasonable requests, or engage in disorderly conduct. Permittees and Operators shall not engage in open arguments, quarrels or disputes with or in view of other such Permittees, Operators or patrons of the Airport while on Airport Property or engaged Ground Transportation Services.

- 4.2. **Appearance.** Permittees and Operators shall maintain a clean, sanitary, and well-groomed appearance. Permittees and Operators shall wear appropriate attire while engaged in Ground Transportation Services.
- 4.3. **No Solicitation.** No Permittee or Operator shall solicit passengers in any way, shape or form.
- 4.4. **No Maintenance.** Permittees or Operators shall not perform maintenance or repairs on Motor Vehicles anywhere on Airport Property. This prohibition will not apply to changing of a flat tire.
- 4.5. **No Sleeping.** Permittees or Operators shall not sleep on Airport Property.
- 4.6. **No Tampering With, Manipulating, Destruction, or Misuse of Airport Property.** Permittees or Operators shall not tamper with, manipulate, or alter Airport Property. Permittees or Operators shall not through intentional act, carelessness, negligence, or oversight, destroy, damage, deface, abuse, misuse Airport Property. No Permittee or Operator shall use any Airport Property other than for its intended use.
- 4.7. **Activities Permitted on Airport.** Permittees and Operators shall use Airport Property to only conduct Ground Transportation Services. Permittees and Operators shall abide by the rules and regulations provided herein and any other rules or regulations adopted by the Airport. No Permittee or Operator shall deliver or cause to be delivered on Airport Property any food or beverages for any purpose. No Permittee or Operator shall conduct any personal business in the Loading Zone, Passenger Drop-off Zone, AVI Lane, Queuing Zone, or Staging area.
- 4.8. **Garbage and Waste.** Permittees and Operators shall not dispose of garbage, papers, refuse, waste or other forms of trash, including, but not limited to, debris, cigarettes, cigars, or matches on Airport Property, except in receptacles provided for such purpose.
- 4.9. **Accidents.** If a Permittee or Operator is involved in any type of accident on Airport property, such Permittee or Operator shall:
 - 4.9.1. Immediately stop his or her Motor Vehicle;
 - 4.9.2. If not injured, remain at the scene of the accident until allowed to leave by an Authorized Airport Representative;
 - 4.9.3. Not remove his or her Motor Vehicle from the scene of the accident;
 - 4.9.4. Notify the Airport Communications Center (Phone # 719-550-1918);
 - 4.9.5. Fully cooperate with Authorized Airport Representatives in the investigation of the accident; and
 - 4.9.6. Provide a written statement describing in detail how the accident occurred.

Section 5 Motor Vehicle Requirements

- 5.1. **Motor Vehicle Markings.** Permittees and Operators shall display vehicle markings as defined in each specific transportation service category section made a part hereof by reference. If a Permittee or Operator violates any of these requirements, the Airport may deactivate the Permittee's AVI tag; suspend or revoke the corresponding Permit until the Permittee complies.
- 5.2. **Vehicle Inspections.** All Permittees, Operators, and their Motor Vehicles entering any Airport Property shall be subject to random inspections performed by Authorized Airport Representative, as deemed necessary to ensure compliance with these rules and regulations. Any violation of these security requirements shall be

grounds for immediate removal of the Permittee or Operator from Airport Property, immediate suspension or revocation of the corresponding Permit, and any disciplinary action deemed appropriate by Authorized Airport Representatives.

Section 6 Violations, Enforcement, and Appeals

6.1. Violations

- 6.1.1. Permittees and Operators are responsible for their conduct, actions, and activities while on or using Airport Property, and shall comply with federal, state, and local laws as well as these Rules and Regulations. Failure to comply with any law, regulation or these Rule and Regulations shall subject the Permittee and/or Operator to a fine, suspension or revocation of a Permit, removal from Airport Property, and/or other corrective action as provided in **APPENDIX 4**, attached hereto and made a part hereof by reference.
- 6.1.2. The Airport may, in its discretion, consider mitigating factors such as steps taken to correct the conduct or activity, internal disciplinary action, conduct of the violator, and damage mitigation when taking action against a Permittee and/or Operator for a violation of these Rules and Regulations or any law.
- 6.1.3. Complaints regarding violations of the Ground Transportation Rules and Regulations shall be made in writing to the Director of Aviation or Authorized Airport Representative. No verbal complaint will be acted on by the Airport.

6.2. Enforcement

- 6.2.1. All disciplinary action is pursuant to the Rules and Regulations, City Codes, and/or other applicable law or regulations and at the discretion of the Director of Aviation or Authorized Airport Representative. Some disciplinary action may be appealed.
- 6.2.2. Authorized Airport Representatives shall have the authority to observe, inspect, investigate, obtain witness statements, question alleged violators, and take any other action necessary to determine whether a violation of these Rules and Regulations has occurred and enforce these Rules and Regulations.

6.3. Appeals Process

- 6.3.1. Only a Permittee may seek review of Category 3, 4, or 5 disciplinary actions as outlined in **Appendix 4**, attached hereto and made a part hereof by reference, taken against them or their own Operator. The request for appeal shall be submitted in writing to the Director of Aviation or Authorized Airport Representative no later than three (3) business days after the date disciplinary action was issued to the Permittee or Operator. Such appeal that is not submitted to the Director of Aviation or Authorized Airport Representative within three (3) business days will be dismissed. The Permittee's written appeal shall provide: (1) a statement of the precise issue(s) presented for review; (2) the reason for the appeal, including a detailed statement explaining why the disciplinary action is believed to be in error; and (3) a copy of all supporting documentation evidencing the disciplinary action was entered in error. Appeals shall be reviewed by the Director of Aviation or Authorized Airport Representative.

- 6.3.2.** The Director of Aviation or Authorized Airport Representative shall notify the appellant of the decision in writing. All decisions on appeals made by the Director of Aviation or Authorized Airport Representative are final.

Section 7 General Information

- 7.1. Open Records.** The Airport is an enterprise of the City of Colorado Springs and therefore, information provided to the Airport may be subject to disclosure to third parties, upon request, under the Colorado Open Records Act (CORA) pursuant to §24-72-201 *et seq.* Ground Transportation Provider's shall be responsible for marking all trade secret data, confidential data, or other privileged data as such and shall indicate same is not for disclosure. Ground Transportation Provider's shall be solely responsible for taking all appropriate steps to protect such confidential information, including, but not limited to seeking a protective order.
- 7.2. Law.** The Permit is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinance, Rules and Regulations of the City of Colorado Springs, Colorado, a Home Rule City. Court Jurisdiction shall exclusively be in the District Court for El Paso County. The Permit is expressly subject to City Charter § 10-100 and limited to an appropriate term under City Charter § 10-60 of the Charter of the City of Colorado Springs. The Permit holder shall ensure that the Permit holder and the Permit holder's employees, agents, and officers are familiar with, and comply with applicable Federal, State and Local laws and regulations as now written or hereafter amended or enacted.
- 7.3. Waiver.** No waiver of default by City of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Permit holder shall be construed as, or operated as, a waiver by City of any subsequent default of any of the terms covenants or conditions herein contained to be performed, kept and observed by the Permit holder.
- 7.4. Indemnification and Hold Harmless.** Permittees, receiving a Permit to conduct Ground Transportation Services on Airport Property or otherwise engaging in any business activity on Airport Property, shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with any activity engaged in on Airport Property except to the extent that any such claims, actions, damages, liabilities, expenses are the Sole cause of the City's gross negligence or willful misconduct of the City, its employees, agents, contractors, invitees, officers, directors, affiliates or subsidiaries.
- 7.5. Limitation of Damages.** The City shall not be liable to Permittee, its agents, employees, representatives, or contractors for any lost profits, special, incidental, punitive, exemplary, or consequential damages, including, but not limited to loss of economic or business expectations, loss of profits, loss of capital, cost of substitute products, facilities, services, or down time costs.
- 7.6. Subordination of Permit.** The Permit is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future Permit between City and the United States relative to the operation or maintenance of the Airport, the execution of which has been, or may be, required as a condition precedent to the expenditure of federal funds for the development of the Airport.

- 7.7. Audit.** All Permittees may be subject to a financial audit pertaining to Airport usage by the Airport, provided that the Permittee receives a reasonable prior notice to audit.
- 7.8. Non-Discrimination.**
- 7.8.1.** Permittees acknowledge that the City of Colorado Springs (“City”) is obligated to take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability, be excluded from participation in, or denied the benefits of, or otherwise be subjected to discrimination in or under any activity or program for which the City receives federal financial assistance.
- 7.8.2.** As used below, the term “contractor” shall mean Permittee, the term “sponsor” shall mean the City, and the term “contract” shall mean these rules and regulations or any Permit or agreement entered into with the City.
- 7.8.3.** The remaining provisions of this Section shall apply from the Effective Date of any Permit or agreement with the City through the expiration or termination of such Permit or agreement.
- 7.8.4.** During the performance of any Permit or agreement with the City, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) shall:
- I.** Comply with Regulations: The contractor (hereinafter includes consultants) shall comply with the Acts and the Regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (“DOT”) Title 49 Code of Federal Regulations Part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
 - II.** Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, creed, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate directly or indirectly in the discrimination prohibited by 49 C.F.R. § 21.5, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.
 - III.** Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds race, creed, color, national origin, or sex.
 - IV.** Information and Reports: The contractor shall provide all information and reports required by 49 C.F.R. Part 21 or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the

FAA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

V. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- (a) Withholding payments to the contractor under the contract until the contractor complies; and/or
- (b) Cancellation, termination, or suspension of the contract, in whole or in part.

VI. Incorporation of Provisions: The contractor will include the provisions of paragraphs 1 through 5 above in every subcontract, including procurements of materials and leases of equipment, unless exempt by 49 C.F.R. Part 41 or directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

7.8.5. Contractor, for itself/himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

- I.** In the event facilities are constructed, maintained, or otherwise operated on the property described in a Permit or other agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, contractor shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 C.F.R. Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

7.8.6. Contractor, for itself/himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, creed, color, national origin, or sex, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, creed, color, national origin, or sex, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Permittee

will use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

- 7.8.7.** In the event of breach of any of the above Non-discrimination covenants, the City will have the right to terminate any Permit or agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Permit or agreement had never been made or issued.
- 7.8.8.** During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to **Pertinent Non-Discrimination Authorities**:
- I.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. part 21.
 - II.** 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964)
 - III.** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - IV.** Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. part 27;
 - V.** The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 - VI.** Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - VII.** The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - VIII.** Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
 - IX.** The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - X.** Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by

discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- XI. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- XII. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

7.8.9. Contractor shall forward a copy of any Title VI complaint it receives in connection with contractor's activities and operations at the Airport within three (3) days of contractor's receipt of same and identify the actions taken regarding any such complaint. Contractor shall further cooperate with the City in its investigation of any Title VI complaints, including making relevant documents and records available to the City for inspection upon reasonable notice, and to provide reasonable assistance to the City in connection with any compliance review conducted by the FAA. A copy of 49 C.F.R. part 21 is available at the Airport Administration Office for inspection during normal business hours upon request.

7.8.10. To the extent that the contractor conducts or engages in any aeronautical activity for furnishing services to the public at the Airport, the contractor shall:

- I. Furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof; and
- II. Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

Section 8 Acknowledgement

8.1. As a condition of and prior to receiving a Permit and AVI Tag (if applicable), all Permittees shall sign, acknowledge and agree to comply with the Colorado Springs Airport *Ground Transportation Rules and Regulations*.

Section 9 Taxicabs

9.1. Service Arrangements. Taxicab service shall be provided based on public demand at the Airport.

9.2. Loading and Staging Zones. Taxicabs shall stage motor vehicles and pick up passengers in the designated Loading Zone only as provided in **APPENDIX 2**, attached hereto and made a part hereof by reference.

- 9.2.1. The Taxicab queued at the front of the line shall serve the next available walk-up customer, regardless of the customer's requested destination. As the first-in-line Taxicab leaves the Loading Zone, the next Taxicab in line shall move forward in the queue and make itself available for the next passenger. All Taxicabs shall advance to the next spot in the Loading Zones when the preceding vehicle in line departs or advances.
- 9.2.2. If a passenger voluntarily chooses a Taxicab that is not the first Taxicab in the Loading Zone, then the Taxicab operator may serve that passenger. Operators shall not have rights to pre-determine or pre-select customers, and if a potential customer will or will not receive services, based upon the destination.
- 9.2.3. Passengers who have been issued a company-specific Voucher may select the first taxi in the Loading Zone for that specific company even if it is not the first taxicab in the Queue.
- 9.2.4. Any Taxicab operator departing the Loading Zone for any reason surrenders their position and must re-enter the queue at the back of the Staging Zone or Queuing Zone whichever is available.

9.3. Regulation of Loading and Queuing Zones

- 9.3.1. If Loading Zone or Queuing Zone spots are occupied or otherwise unavailable when an operator enters the AVI lane, the operator shall depart the area and wait in the staging lane located in the cell phone lot and return at a later time as loading or queuing slots are available.
- 9.3.2. As vehicles in the Loading Zone depart, taxicabs in the Queuing Zone shall then advance to the Loading Zone queue. Passenger fares shall not be loaded from the Queuing Zone. Both Loading and vehicle Queuing Zones are located in the AVI lane as identified on **APPENDIX 2**, attached hereto and made a part hereof by reference.
- 9.3.3. Taxicabs are not subject to dwell time while parked in the AVI Lane.

9.4. **Multiple Loading of Passengers-Shared Ride.** Loading multiple unrelated passengers or passengers traveling to multiple destinations is prohibited if the Taxicab operator solicits such multiple or share-fare arrangement. The first passenger contacting the Taxicab operator shall have exclusive use of the Taxicab service. However, if such voluntarily passenger agrees to multiple or "shared fare" loading without Solicitation by the operator, then a shared fare arrangement for services is permissible.

9.5. **Motor Vehicle Markings.** Taxicabs shall have permanent markings on each side of the vehicle identifying the company name or branding, all required COPUC information, and all required Federal Motor Carrier Safety Administration authority information.

Section 10 Limousines

10.1. **Service Arrangements.** Except with the prior written authorization of the Director of Aviation, all limousine service shall be operated on a Prearranged Services basis only. Except with the Director's authorization, and based on the public demand for services and AVI lane capacity availability, all arrangements for limousine service shall be made prior to the vehicle entering into the AVI lane of the Airport. Unless as specified in this part, a ground transportation operator offering limousine service shall not accept any customer on Airport property except those with whom service has been prearranged.

- 10.2. Loading Zone.** Limousines shall pick up passengers in the Loading Zone as provided in **APPENDIX 2**, attached hereto and made a part hereof by reference.
- 10.3. Regulation of Loading Zone.** Passenger loading in the Loading Zone is not a company-specific designated or assigned area. Access to the Loading Zone shall be on a first come first served basis. If space in the Loading Zone is unavailable when a Limousine operator enters the AVI lane, the operator shall continue to the Staging Zone and return only when space is available. Double parking in the Loading Zone is prohibited.
- 10.4. Motor Vehicle Markings.** Limousines shall not display any exterior signs or graphics. The Limousine shall display the carrier's permit number preceded by "LL", "PUC LL" or "CO PUC LL" on either the front or rear of the vehicle. The marking shall be of size and color readily visible from fifty (50) feet, but in any case not less than one and a half (1 ½) inches tall and not more than three (3) inches tall.

Section 11 Shuttles

- 11.1. Service Arrangements.** Shuttle Ground Transportation Service may be provided via "Prearranged" services.
- 11.2. Loading Zone.** Shuttles shall pick up passengers in the Loading Zone as provided in **APPENDIX 2**, attached hereto and made a part hereof by reference.
- 11.3. Regulation of Loading Zone.** Passenger loading in the Loading Zone is not a company-specific designated or assigned area. Access to the Loading Zone is on a first come first served basis. If space in the Loading Zone is unavailable when a Shuttle operator enters the AVI lane, the operator shall continue to Staging Zone and return only when space is available. Double parking in the Loading Zone is prohibited.
- 11.4. Motor Vehicle Markings.** Shuttles shall have permanent markings on each side of the vehicle identifying the company name or branding, all required COPUC information, and all required Federal Motor Carrier Safety Administration authority information.

Section 12 Courtesy Vehicles

- 12.1. Service Arrangements.** Courtesy Vehicle Ground Transportation Service shall be operated only on a prearranged basis. Such Prearranged Service shall be made prior to the Motor Vehicle entering the AVI Lane.
- 12.2. Loading Zone.** Courtesy Vehicle Operators shall pick up passengers in the Loading Zone as provided in **APPENDIX 2**, attached hereto and made a part hereof by reference.
- 12.3. Regulation of Loading Zone.** Passenger loading in the Loading Zone is not company-specific designated or assigned area. Access to the Loading Zone shall be on a first come-first served basis. If space in the Loading Zone is unavailable when a Courtesy Vehicle operator enters the AVI lane, the operator shall continue to the Staging Zone and return only when space is available. Double parking in the Loading Zone is prohibited.

- 12.4. Motor Vehicle Markings.** Courtesy Vehicle shall have permanent markings on each side of the vehicle identifying the company name or branding, all required COPUC information, and all required Federal Motor Carrier Safety Administration authority information.

Section 13 Transportation Network Companies

- 13.1. Service Arrangements.** All TNC service shall be conducted only via Prearranged Services.
- 13.2. Loading Zone and Staging Zone.** TNC operators shall stage motor vehicles and pick up passengers in the designated Loading Zone only as provided in **APPENDIX 2**, attached hereto and made a part hereof by reference. All Prearranged Services shall be made prior to entering the Loading Zone. All TNC operators not actively loading or unloading passengers shall be in the designated Staging Zone.
- 13.3. Regulation of Loading Zone.**
- 13.3.1.** Passenger pickup by TNC operators outside the designated Loading Zone is prohibited.
- 13.3.2.** Loading Zone spots are occupied or otherwise unavailable when an operator enters, the operator shall depart the area and wait in the Staging Zone located in the cell phone lot and return at a later time as loading slots become available.
- 13.4. Motor Vehicle Markings.** Permittees shall equip TNC Drivers with Airport approved vehicle trade dress, using recognizable TNC emblems, which will allow the Airport and passengers to identify TNC Vehicles when such vehicles are on Airport property and active on Operator's TNC network. Such trade dress shall be a visual indicator that the TNC Vehicle is authorized to operate at the Airport. These vehicle markings shall be readily visible during daylight hours from the front or passenger side of the vehicle at a distance of fifty (50) feet, but in no case be less than three (3) inches tall.
- 13.5. TNC Operator Digital Identification.** TNC operators shall have a digital identification Tag. TNC operators shall, upon the request of an Authorized Airport Representative, provide the Airport with an electronic Waybill or equivalent trip information acceptable to the Airport.
- 13.6. Geo-Fence.** TNC operators shall use the Geo-Fence to monitor and track use of the TNC mobile application (The smart phone mobile application technology utilized by a TNC to conduct business operations at the airport) and service of Airport passengers. TNC operators shall ensure that the TNC mobile application can only allow TNC drivers to accept trips within the Staging Zone or outside the defined Geo-Fence.
- 13.7. Activity Report and Payment of Fees.** The Airport shall employ the services of a clearinghouse to track TNC activity to, on, and from Airport property. The clearinghouse will record all passenger pick-up and drop-off trips and provide the Airport with a monthly report showing the date, time, and license plate number of each TNC Motor Vehicle entering and exiting the Geo-Fence. The clearinghouse will issue invoices and collect

payments on behalf of the Airport for all applicable fees outlined in the Ground Transportation Operating Permit and any other fees that may be assessed by the Airport.

- 13.8. Data Interface Agreement.** Before conducting ground transportation services at the Airport, TNC Permittees must have executed a data interface agreement which will be provided.

Section 14 Non-Commercial Operators

- 14.1. Service Arrangements.** Non-Commercial Operator service shall be operated on a prearranged basis only. Such Prearranged Service shall be made prior to the Motor Vehicle entering the AVI Lane.
- 14.2. Loading Zone.** Non-Commercial Operators shall pick up passengers in the Non-Commercial Loading Zone as provided in **APPENDIX 2**, attached hereto and made a part hereof by reference.
- 14.3. Regulation of Loading Zone.** Passenger loading in the Non-Commercial Loading Zone is not company-specific designated or assigned area. Access shall be on a first come-first served basis. If Loading Zone space is unavailable when an operator enters the AVI lane, the operator shall continue to the Staging Zone and return only when space is available. Double parking in the Loading Zone is prohibited.
- 14.4. Motor Vehicle Markings.** Non-Commercial vehicles shall display COPUC designated trade dress, all required COPUC information, and all required Federal Motor Carrier Safety Administration authority information as applicable.

APPENDIX 1- Airport Security Requirements

Permittee agrees to observe and comply with all security requirements and other requirements of the Federal Aviation Regulations applicable to Permittee, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration, and the Transportation Security Administration. Permittee also agrees to comply with this Airport Security Program and any amendments thereto and such other rules and regulations as may be reasonably prescribed by the Airport. Permittee agrees to take such steps as may be necessary or directed by the Airport to ensure that Permittee's employees, contractors, agents, invitees and guests observe these requirements. If required by the Airport, Permittee shall conduct background checks of its employees in accordance with applicable federal regulations. Permittee further agrees to rectify any security deficiency or other deficiency as may be determined as such by the Airport or the United States Department of Transportation, the Federal Aviation Administration, the Transportation Security Administration, or any other federal agency with jurisdiction. In the event Permittee fails to remedy any such deficiency, the Airport may do so at the sole cost and expense of Permittee. The Airport reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

- (a) Access to Security Identification Display Areas and Identification Badges. Permittee shall be responsible for requesting the Airport to issue identification badges ("SIDA Badges") to all employees, contractors, or agents who are authorized to access Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport's Security Program. In addition, Permittee shall be responsible for the immediate reporting of all lost or stolen SIDA Badges and the immediate return of the SIDA Badges of Permittee's personnel transferred from the Airport or terminated from the employ of the Permittee, or upon termination of this Permit. Before a SIDA Badge is issued to an employee, Permittee shall comply with the requirements of applicable federal regulations with regard to employment history, verification and criminal history checks, and shall require that each employee complete the SIDA training program conducted by the Airport. Permittee shall pay or cause to be paid to the Airport such charges as may be established from time to time for lost or stolen SIDA Badges and those not returned to the Airport in accordance with this section. The Airport shall have the right to require Permittee to conduct background investigations and to furnish certain data on such employees before the issuance of SIDA Badges, which data may include the fingerprinting of employee applicants for such badges.
- (b) Permittee acknowledges and understands that the foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport.
- (c) The provisions hereof shall survive the expiration or any other termination of this Permit.

APPENDIX 2 - Ground Transportation Designated Loading and Staging Zones*

*Zones may be revised, amended, or supplemented from time to time.



APPENDIX 2 (continued)



APPENDIX 3 - Airport Insurance Requirements*

Commercial General Liability Insurance: \$500,000 combined single limit for bodily injury and property damage for each occurrence.

Automobile Liability Insurance, as follows:

VEHICLE SEATING CAPACITY	MINIMUM LEVEL
8 OR LESS	\$ 500,000
9 TO 15	\$1,500,000
16 TO 32	\$3,000,000
33 OR MORE	\$5,000,000
TRANSPORTATION NETWORK COMPANY	\$1,000,000

Automobile Liability Insurance coverage shall include owned, scheduled, non-owned, and hired automobiles.

In the event the applicant does not meet the insurance requirements shown above for General Liability or Auto Liability, umbrella/excess liability insurance must be carried in an amount sufficient to meet these minimum requirements.

The City of Colorado Springs must be named as additional insured with respect to both General Liability and Auto Liability Insurance. Certificates of Insurance must be submitted before commencing ground transportation activity and 30 days' notice must be provided prior to any cancellation except for 10 days' notice with respect to non-payment of premium. Non-commercial providers are not required to name the City of Colorado Springs as additional insured.

For employers with one or more employees, Colorado Workers' Compensation Insurance as required by Colorado state statute, including Employer's Liability of \$500,000.

The Permittee operating on Airport Property shall maintain the required insurance requirements throughout the period of time the permit is authorized.

*Insurance Requirements may be revised, amended, or supplemented from time to time.

APPENDIX 4 - Penalties for Violation of Rules*

CATEGORY 1	\$25 fine or up to a maximum of 1 day suspension of permit
CATEGORY 2	\$50 fine or up to a maximum of 1 week suspension of permit
CATEGORY 3	\$100 fine or up to a maximum of 1 month suspension of permit
CATEGORY 4	\$500 fine or up to a maximum of revocation of permit for six months
CATEGORY 5	Revocation of permit
AVI GATE ARM FEE	Replacement fee for broken gate arm \$150

Violations are cumulative. Four violations which have not already resulted in revocation may result in such action.

*Violations of the Ground Transportation Rules and Regulations and the penalty assessed for the violation will be pursuant to the provisions of the Rules and Regulations, City Code, and/or other applicable laws or regulations and at the discretion of the Director of Aviation or Authorized Airport Representative depending on the severity and circumstances of the violation.

*Penalties for Violation of Rules may be revised, amended, or supplemented from time to time.