



Aviation
Management
Consulting
Group

Rapid City Regional Airport

Minimum Standards

October 22, 2007

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1. INTRODUCTION**1.1. Purpose and Scope**

1.1.1. The purpose of these General Aviation Minimum Standards (Minimum Standards) is to encourage, promote, and ensure: (1) the delivery of high quality General Aviation products, services, and facilities to Airport users, (2) the design and development of quality General Aviation Improvements and facilities at the Airport; (3) General Aviation safety and security, (4) the economic health of General Aviation Airport businesses, and (5) the orderly development of Airport Property for General Aviation purposes.

1.1.1.1. To this end, all entities desiring to engage in General Aviation Aeronautical Activities at the Airport shall be accorded reasonable opportunities, without unjust discrimination, to engage in such Activities, subject to meeting (complying with) these Minimum Standards.

1.1.2. Aeronautical Activities may be proposed that do not fall within the categories designated herein. In such cases, appropriate Minimum Standards shall be established by the Rapid City Regional Airport Board (Board) on a case-by-case basis and incorporated into the Operator's Agreement or Permit.

1.1.3. Specialized Aviation Service Operators (SASO) are encouraged to be Sublessees of a Fixed Base Operator (FBO); however, if suitable land or Improvements are not available or an Agreement with an FBO cannot be reached, SASOs may, if space is available, sublease Improvements from another SASO, lease land from the Board, or lease Improvements from the Board.

1.2. General Provisions and Definitions

1.2.1. These Minimum Standards incorporate, by reference, the General Provisions and Definitions.

1.3. Exclusive Rights

1.3.1. In accordance with the Airport Assurances given to the federal and/or state government by the City as a condition to receiving federal and/or state funds, the granting of rights or privileges to engage in Commercial Aeronautical Activities at the Airport shall not be construed in any manner as affording any Operator any Exclusive Right, other than the exclusive use of the land and/or Improvements that may be leased to the Operator, and then only to the extent provided in an Agreement or Permit.

1.3.1.1. The presence on the Airport of only one Operator engaged in a particular Commercial Aeronautical Activity does not, in and of itself, indicate that an Exclusive Right has been granted. It is the policy of the Board not to enter into or promote an understanding, commitment, or express Agreement to exclude other reasonably qualified entities. Accordingly, those who desire to enter into an Agreement or Permit with the Board should neither expect nor request that the Board exclude others who also desire to engage in the same or similar Activities. The opportunity to engage in a Commercial Aeronautical Activity shall be made available to those entities meeting (complying with) the qualifications and requirements set forth in these Minimum Standards and as space may be available at the Airport to support such Activity provided such use is consistent with the current and planned uses of Airport land and Improvements and is in the best interest of the Board.

1.3.1.1.1. If the Federal Aviation Administration (FAA) determines that any provision of these Minimum Standards or any Agreement or Permit or any practice constitutes a grant of a prohibited Exclusive Right, such provision or Agreement or Permit shall be deemed null and void and such practice shall be discontinued immediately.

1.4. Applicability

1.4.1. These Minimum Standards specify the standards and requirements that must be met (and complied with) by any person desirous of engaging in General Aviation Aeronautical Activities at the Airport.

1.4.1.1. Throughout these Minimum Standards, the words "standards" or "requirements" shall be understood to be modified by the word "minimum" except where explicitly stated otherwise. Any required determinations, interpretations, or judgments regarding what constitutes an acceptable minimum standard, or regarding compliance with such standard, shall be made by the Board. All entities are encouraged to exceed the applicable Minimum Standards. No person shall be allowed to engage in Aeronautical Activities at the Airport under conditions that do not meet (comply with) these Minimum Standards unless an exemption has been approved by the Board.

1.4.2. These Minimum Standards shall apply to any new Agreement or any amendment to any existing Agreement relating to the occupancy or use of Airport land or Improvements for engaging in General Aviation Aeronautical Activities. If an person desires, under the terms of an existing Agreement, to materially change its Aeronautical Activities, the Board shall, as a condition of its approval of such change, require the person to meet (and comply) with these Minimum Standards unless an exemption has been approved by the Board.

1.4.2.1. These Minimum Standards shall not affect any Agreement or Permit or amendment to such Agreement or Permit properly executed prior to the date of promulgation of these Minimum Standards except as provided for in such Agreement or Permit, in which case these Minimum Standards shall apply to the extent permitted by such Agreement or Permit.

- 1.4.2.2. Upon execution of a new Agreement or Permit or amendment to or assignment of, an existing Agreement or Permit, Operator shall be required to meet (comply with) these Minimum Standards unless an exemption has been approved by the Board.
- 1.4.2.3. These Minimum Standards shall not be deemed to modify any existing Agreement or Permit under which an Operator is required to exceed these Minimum Standards, nor shall they prohibit the Board from entering into or enforcing an Agreement or Permit that requires an Operator to exceed the Minimum Standards.
- 1.4.3. If these Minimum Standards are amended after Operator enters into an Agreement or Permit with the Board, the Operator shall not be required to increase Operator's Leased Premises or construct any additional Improvements to meet (or become compliant with) the amended Minimum Standards until such time as Operator's existing Agreement or Permit is amended (or an assignment is made to another person acceptable to the Board) or Operator enters into a new Agreement or Permit with the Board.

2. GENERAL REQUIREMENTS

2.1. Introduction

2.1.1. All Operators engaging in Aeronautical Activities at the Airport shall meet (comply with) or exceed the requirements of this Section as well as the Minimum Standards applicable to the Operator's Activities, as set forth in subsequent sections.

2.2. Experience/Capability

2.2.1. Operator shall, in the judgment of the Board, demonstrate before and maintain during (throughout) the term of the Agreement or Permit, the following:

2.2.1.1. the capability of consistently providing the proposed products, services, and facilities and engaging in the proposed Activities in a safe, secure, efficient, courteous, prompt, and workmanlike (professional) manner in service to and to the benefit of the public, and

2.2.1.2. the financial and technical responsibility, capability, and integrity to develop and maintain Improvements; procure and maintain required Vehicles, Equipment, and/or Aircraft; employ required personnel; and engage in the Activity.

2.3. Agreement or Permit Approval

2.3.1. No person shall engage in an Activity unless the person has an Agreement or Permit with the Board authorizing such Activity or the person has received prior written approval from the Board to sublease land or Improvements from an authorized Operator and engage in the Activity at the Airport.

2.3.2. An Agreement or Permit shall not reduce or limit Operator's obligations with respect to meeting (complying with) these Minimum Standards.

2.4. Payment of Rents, Fees, and Charges

2.4.1. Operator shall pay the rents, fees, or other charges specified by the Board for engaging in Activities.

2.4.2. Operator's failure to remain Current in the payment of any and all rents, fees, charges, and other sums due to the Board shall be grounds for revocation of the Agreement, Permit, or the Board's approval authorizing the conduct of Activities at the Airport.

2.5. Leased Premises

2.5.1. Operator shall lease or sublease sufficient Contiguous land and/or lease, sublease, or construct sufficient Improvements for the Activity as required in these Minimum Standards.

2.5.1.1. Improvements shall meet (comply with) Regulatory Measures including, but not limited to, drainage, building and other setbacks, and Vehicle Parking.

2.5.1.2. Construction of any Improvements must be approved in advance by the Board, and any necessary City, State, and Federal Agencies.

2.5.1.3. Leased Premises that are used for Commercial purposes and require public access shall have direct public streetside access.

2.5.2. Paved Tiedowns

2.5.2.1. Paved Tiedowns (if required) must be adequate size and weight bearing capacity to accommodate the movement, staging, and Parking of Operator's, Operator's Sublessees', and customers' Aircraft without interfering with the movement of Aircraft in and out of other facilities and the movement of Aircraft operating to/from/on Taxilanes or Taxiways.

2.5.3. Vehicle Parking

2.5.3.1. Paved Vehicle Parking shall be sufficient to accommodate all of Operators' and Operators' Sublessees' (if Subleasing facilities) customers', Employees', visitors', vendors', and suppliers' Vehicles on a daily basis. The sufficiency of Vehicle Parking shall be determined in conjunction with the Board.

2.5.3.2. Paved Vehicle Parking shall be on Operator's Leased Premises and/or located in close proximity to Operator's main facility.

2.5.3.3. On-street Vehicle Parking is not allowed.

2.6. Facility Maintenance

2.6.1. Operator shall maintain the Leased Premises (including all related and associated appurtenances, landscaping, Paved areas, installed Equipment and utility services, and security lighting) in a clean, neat, orderly, and fully functional condition.

2.6.2. Operator shall provide all necessary cleaning services for its Leased Premises, including janitorial and custodial services, trash removal services, removal of foreign objects/debris, and any related services necessary to maintain the Improvements in good, clean, neat, orderly, and fully functional condition, normal wear and tear excepted.

2.6.3. Operator shall replace in like kind any Property damaged by its Employees, patrons, Sublessees, contractors, et.al., or Operator's Activities.

2.7. Products, Services, and Facilities

2.7.1. Products, services, and facilities shall be provided on a reasonable, and not unjustly discriminatory, basis to all Airport users.

2.7.2. Operator shall charge reasonable, and not unjustly discriminatory, prices for each product, service, or facility.

2.7.2.1. Operator may provide reasonable discounts, rebates, or other similar types of price reductions to volume purchasers.

2.7.3. Operator shall conduct (engage in) its Activities on and from the Leased Premises in a safe, secure, efficient, courteous, prompt, and workmanlike (professional) manner consistent with the degree of care and skill exercised by experienced operators providing comparable products, services, and facilities and engaging in similar Activities from similar Leased Premises in like markets.

2.8. Non-Discrimination

2.8.1. Operator shall not discriminate against any person or class of persons by reason of race, creed, color, national origin, sex, age, or physical handicap in providing any products or services or in the use of any of its facilities provided for the public, or in any manner prohibited by applicable Regulatory Measures

including without limitation Part 21 of the Rules and Regulations of the office of the Secretary of Transportation effectuating Title VI of the Civil Rights Act of 1964, as amended or reenacted.

2.9. Licenses, Permits, Certifications, and Ratings

2.9.1. Operator and Operator's personnel shall obtain and comply with, at Operator's sole cost and expense, all necessary licenses, Permits, certifications, or ratings required for the conduct of Operator's Activities at the Airport as required by the Board or any other duly authorized Agency prior to engaging in any Activity at the Airport.

2.9.1.1. Operator shall keep in effect and post in a prominent place, readily accessible to the public, all necessary or required licenses, Permits, certifications, or ratings.

2.9.1.2. Upon request, Operator shall provide copies of such licenses, Permits, certifications, or ratings to the Director within 10 business days.

2.10. Personnel

2.10.1. The person managing the Operator's Activities shall have (and be able to demonstrate) experience managing comparable Activities.

2.10.2. Operator shall provide a responsible person on the Leased Premises to supervise Activities and such person shall be qualified and authorized to represent and act for and on behalf of Operator during all hours of Activities with respect to the method, manner, and conduct of the Operator and Operator's Activities.

2.10.2.1. When such responsible person is not on the Leased Premises, such individual shall be immediately available by telephone.

2.10.3. Operator shall have in its employ, on duty, and on the Leased Premises during hours of Activity, properly trained, qualified, and courteous personnel in such numbers as are required to meet these Minimum Standards and to meet the reasonable demands of consumers for each Activity being conducted in a safe, secure, efficient, courteous, prompt, and workmanlike (professional) manner.

2.10.4. Operator shall control the conduct, demeanor, and appearance of their Employees. It shall be the responsibility of the Operator to maintain close supervision over Operator's Employees to ensure that a high standard (quality) of products, services, and facilities are provided in a safe, secure, efficient, courteous, prompt, and workmanlike (professional) manner.

2.11. Aircraft, Equipment, and Vehicles

2.11.1. All required Aircraft, Equipment, and Vehicles must be fully operational, functional, and available at all times and capable of providing all required products and services.

2.11.1.1. Aircraft, Equipment, and Vehicles may be unavailable, from time to time, on a temporary basis, as so long as appropriate measures are taken to return the Aircraft, Equipment, or Vehicle to service as soon as possible.

2.11.1.2. Operator shall have a least one required Aircraft, Equipment, and/or Vehicle in a fully operational/functional condition at all times.

2.12. Hours of Activity

2.12.1. Hours of Activity shall be clearly posted in public view using appropriate and professional signage.

2.13. Security

2.13.1. Operator shall fully comply with the Airport Security Program (ASP).

2.13.2. Operator shall designate a responsible person for the coordination of all security procedures and communications and provide point-of-contact information to the Airport Security Coordinator and AES (for appropriate "run-card" information) including the name of the primary and secondary contacts and 24-hour telephone numbers for both individuals.

2.13.3. Fencing, doors, gates, lighting, and locks which are part of the Operator's Leased Premises or have been installed by the Operator must be maintained by the Operator and kept in good condition at all times. Perimeter fencing and associated doors, gates, lighting, and locks will be maintained by the City.

2.13.4. Operator must comply with all applicable reporting requirements (as established by the Board, City, FAA, TSA, and law enforcement Agencies).

2.14. Insurance

2.14.1. Operator shall procure, maintain, and pay premiums during the term of its Agreement or Permit for insurance policies required by Regulatory Measures and the types and minimum limits set forth in Attachment A (Minimum Insurance Requirements) of these Minimum Standards for each Activity conducted. The insurance company or companies underwriting the required policies shall be licensed (with a Best rating of A-7) or authorized to write such insurance in the State of South Dakota.

2.14.1.1. When coverages or limits set forth in Attachment A are not commercially available, the Board may establish appropriate replacement coverages or limits.

2.14.2. When Operator engages in more than one Activity, the minimum limits shall be established by the Board and may vary depending upon the nature of each Activity or combination of Activities, but shall not necessarily be cumulative.

2.14.2.1. While it may not be necessary for Operator to carry insurance policies for the combined total of the minimum requirements of each Activity, Operator shall procure and maintain insurance for all exposures in amounts at least equal to the greatest of the required minimum or as established by the Board.

2.14.3. All insurance, which Operator is required by the Board to carry and keep in force, shall name the City of Rapid City, the Rapid City Regional Airport, and Board, individually and collectively, and their representatives, officers, officials, Employees, agents, and volunteers as additional insured.

2.14.4. Liability policies shall contain, or be endorsed to contain, the following provisions:

- 2.14.4.1. “The City of Rapid City, the Rapid City Regional Airport, and the Rapid City Regional Airport Board, individually and collectively, and their representatives, officers, officials, Employees, agents, and volunteers are to be covered as additional insured with respect to: liability arising out of Activities performed by or on behalf of Operator; products and services of Operator; premises owned, leased, occupied, or used by Operator; or vehicles, Equipment, or Aircraft owned, leased, hired, or borrowed by Operator. Any insurance or self-insurance maintained by City, the Airport, and the Board, individually and collectively, and their representatives, officers, officials, Employees, agents, and volunteers shall be excess of Operator’s and shall not contribute with it.”
- 2.14.4.2. “Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect the coverages provided to City, the Airport, and the Board, individually and collectively, and their representatives, officers, officials, Employees, agents, and volunteers. Operator’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the aggregate limits of the insurer’s liability.”
- 2.14.4.3. “Coverages shall not be suspended, voided, or cancelled by either party or reduced in coverages or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to the Board.”
- 2.14.5. Certificates of Insurance for the insurance required by Regulatory Measures and set forth by these Minimum Standards for each Activity shall be delivered to the Board upon execution of any Agreement, Permit, or approval. Operator shall furnish additional Certificates of Insurance 30 days prior to any changes in coverages. Insurance coverages shall remain in full force and effect through the term of the Agreement, Permit, or approval and Certificates of Insurance shall be kept current with the Director.
- 2.14.6. The limits stipulated herein for each Activity represent the minimum coverages and policy limits that shall be maintained by the Operator to engage in Activities at the Airport. Operators are encouraged to secure higher policy limits.
- 2.14.7. Any self-insured Operator shall furnish evidence of such self-insurance and shall defend, indemnify, save, protect, and hold harmless City, the Airport, and the Board individually and collectively, and their representatives, officers, officials, Employees, agents, and volunteers from any and all claims, demands, damages, fines, obligations, suits, judgments, penalties, causes of action, losses, liabilities, administrative proceedings, arbitration, or costs at any time received, incurred, or accrued by City, the Airport, and the Board, individually and collectively, and their representatives, officers, officials, Employees, agents, and volunteers as a result of, or arising out of Operator's Activities, actions, or inactions. Such evidence shall be reviewed and approved in writing by the Board.
- 2.14.8. Operator shall, at its sole cost and expense, cause all Improvements on the Leased Premises to be kept insured to the full insurable value (current

replacement cost with no depreciation) thereof against the perils of fire, lightning, wind, hail, earthquake, flood, extended coverage, and/or vandalism. The proceeds of any such insurance paid on account for any of the aforementioned perils, shall be used to defray the cost of repairing, restoring, or reconstructing said facilities or Improvements to the condition and location existing prior to the casualty causing the damage or destruction, unless a change in design or location is approved in writing by the Board.

- 2.14.9. Operator with known environmental contamination exposures shall be required to secure appropriate environmental liability insurance with coverage limits appropriate for the type and level of environmental contamination exposure risk, as determined by the Board.

2.15. Indemnification and Hold Harmless

- 2.15.1. Operator shall defend, indemnify, save, protect, and hold harmless City, the Airport, and the Board, individually and collectively, and their representatives, officers, officials, Employees, agents, and volunteers from any and all claims, demands, damages, fines, obligations, suits, judgments, penalties, causes of action, losses, liabilities, administrative proceedings, arbitration, or costs at any time received, incurred, or accrued by City, the Airport, and the Board, individually and collectively, and their representatives, officers, officials, Employees, agents, and volunteers as a result of, or arising out of Operator's Activities, actions, or inactions. In the event a party indemnified hereunder is in part responsible for the loss, the indemnitor shall not be relieved of the obligation to indemnify; however, in such a case, liability shall be shared in accordance with South Dakota principles of comparative fault.
- 2.15.2. Operator shall accept total responsibility and defend, indemnify, save, protect, and hold harmless the City, the Airport, and the Board, individually and collectively, and their representatives, officers, officials, Employees, agents, and volunteers in the event of an environmental contaminating accident or incident caused by Operator, its Employees, its vendors or any other personnel used by the Operator to maintain Operator's facilities, Vehicles, Equipment, or Aircraft.
- 2.15.3. Nothing herein shall constitute a waiver of any protection available to the City, the Airport, and the Board, individually and collectively, and their representatives, officers, officials, Employees, agents, and volunteers under the South Dakota governmental immunity act or similar statutory provision.

2.16. Taxes

- 2.16.1. Operator shall, at its sole cost and expense, pay all taxes, fees, and other charges that may be levied, assessed, or charged by any duly authorized Agency associated with Operator's Leased Premises (land and/or Improvements), Operator's Improvements on Leased Premises, and/or Operator's Activities.

2.17. Multiple Activities

- 2.17.1. When more than one Activity is conducted at the Airport, the Minimum Standards shall be established by the Director.
- 2.17.2. Depending upon the nature of the combined Activities, the Minimum Standards shall not be:

- 2.17.2.1. less than the highest standard for each element (e.g., land, Hangar, office, shop, etc.) within the combined Activities, or
- 2.17.2.2. greater than the cumulative standards for all of the combined Activities.

3. FIXED BASE OPERATOR (FBO)**3.1. Introduction**

- 3.1.1. A Fixed Base Operator (FBO) is a Commercial Operator engaged in the sale of products, services, and facilities to include, at a minimum, the following Activities at the Airport: aviation Fuels and lubricants (Jet Fuel, Avgas, and Aircraft lubricants); passenger, crew, and Aircraft ground services, support, and amenities; Aircraft Maintenance; and Aircraft Parking, Tiedown, Hangar, office, and shop rental.
- 3.1.2. In addition to the General Requirements set forth in Section 2, each Fixed Base Operator at the Airport shall comply with the following Minimum Standards set forth in this Section.

3.2. Scope of Activity

- 3.2.1. Unless otherwise stated in these Minimum Standards, all products and services shall be provided by FBO's Employees using FBO's Vehicles and Equipment.
- 3.2.2. FBO's products and services shall include the following:
 - 3.2.2.1. Aviation Fuels and Lubricants (Jet Fuel, Avgas, and Aircraft Lubricants):
 - 3.2.2.1.1. FBO shall deliver and dispense, upon request, Jet Fuel, Avgas, and Aircraft lubricants into all General Aviation Aircraft frequenting the Airport.
 - 3.2.2.1.2. FBO shall provide a response time of no more than 15 minutes during required hours of Activity except in circumstances that are beyond the control of the FBO.
 - 3.2.2.2. Passenger, Crew, and Aircraft Ground Services, Support, and Amenities
 - 3.2.2.2.1. FBO shall meet, direct, and Park all Aircraft arriving on FBO's Leased Premises with exception of Aircraft having a designated (assigned) Parking or Tiedown space.
 - 3.2.2.2.2. FBO shall provide courtesy transportation, utilizing FBO's Vehicles, for passengers, crew, and baggage, as necessary and appropriate.
 - 3.2.2.2.3. FBO shall provide parking and Tiedown of Aircraft upon FBO's Leased Premises.
 - 3.2.2.2.4. FBO shall provide Hangar storage of Aircraft upon FBO's Leased Premises, to include in-out (Aircraft towing) service.
 - 3.2.2.2.5. FBO shall provide crew and passenger baggage handling and other related arrival and departure services.
 - 3.2.2.2.6. FBO shall provide oxygen, nitrogen, and compressed air services.
 - 3.2.2.2.7. FBO shall provide lavatory services and Aircraft cleaning services.
 - 3.2.2.2.8. FBO shall provide Aircraft ground power.
 - 3.2.2.2.9. FBO shall be able to make available crew and passenger ground transportation arrangements (i.e., Limousine, shuttle, and rental car, as necessary).
 - 3.2.2.2.10. FBO shall be able to make Aircraft catering arrangements.
 - 3.2.2.3. Aircraft Maintenance
 - 3.2.2.3.1. FBO shall provide Aircraft Maintenance (as defined by 14 CFR Part 43) for Group I and Group II Piston and Turboprop Aircraft.

- 3.2.2.3.2. FBO shall be able to provide Aircraft Line Maintenance for Aircraft up to Group IV Turbojet Aircraft.
- 3.2.2.3.3. FBO can meet this requirement by arrangement (and through agreement) with an authorized Sublessee who meets the Minimum Standards for Aircraft Maintenance Operator and operates from FBO's Leased Premises.
- 3.2.2.4. **Aircraft Storage**
 - 3.2.2.4.1. FBO shall develop, own, and/or lease facilities for the purpose of Subleasing (to the public) Aircraft storage facilities and associated office or shop space (if such space is desired by the public) to entities engaging in Commercial or Non-Commercial Aeronautical Activities.

3.3. Leased Premises

- 3.3.1. Operator engaging in this Activity shall have (under Agreement with the Board or another Operator and/or under Permit with the Board) adequate land and improvements, Paved Tiedown (see Section 2.5.3), facilities, and Vehicle Parking (see Section 2.5.4) to accommodate all Activities of the Operator and all approved Sublessees, which are not cumulative.
 - 3.3.1.1. Contiguous Land – five (5) acres (217,800 square feet), upon which all required Improvements including Paved Tiedown, facilities, and Vehicle Parking shall be located.
 - 3.3.1.2. Paved Tiedown – adequate to accommodate the number, type, and size of Based Aircraft and Transient Aircraft requiring Tiedown space at FBO's Leased Premises, but not less than eight (8) Paved Tiedown spaces.
 - 3.3.1.3. Facilities –30,250 square feet (total) consisting of the following:
 - 3.3.1.3.1. Terminal space – 4,000 square feet
Customer area shall be at least 1,750 dedicated square feet to include adequate space for crew and passenger lounge(s), flight planning room, conference room, public use telephones, and restrooms.
Administrative area shall be provided for Employee offices, work areas, and storage.
At least 500 square feet of space (that can be used for office, work areas, and storage) shall be available to accommodate Sublessees.
 - 3.3.1.3.2. Maintenance space – 11,250 square feet
Maintenance customers shall have immediate access to FBO's customer lounge, public use telephones, and restrooms.
Administrative area shall be provided for Employee offices, work areas, and storage.
Maintenance area shall be at least 750 dedicated square feet to include adequate space for Maintenance Employee work areas, shop areas, and storage of Aircraft parts and Equipment.
Maintenance Hangar area shall not be less than 10,000 square feet (on a standalone basis or within another structure) and a door height of 28 feet and a door width of 110 feet, or large enough to accommodate the largest Aircraft undergoing Aircraft Maintenance (other than Preventative Aircraft Maintenance as described in 14 CFR Part 43), whichever is greater.
 - 3.3.1.3.3. Aircraft storage area – 15,000 square feet

At least one (1) Hangar shall have a door height of 28 feet and a door width of 110 feet. No single Hangar shall be less than 1,000 square feet.

3.4. Fuel Storage

- 3.4.1. FBO shall construct or install and maintain an on-Airport aboveground Fuel storage facility at the Airport, unless otherwise authorized or required, in a location consistent with the Airport Master Plan, Airport Layout Plan, or other Land Use Plan and approved by the Board.
- 3.4.2. Fuel storage facility shall have total capacity for three days peak supply of aviation Fuel for Aircraft being serviced by FBO. In no event shall the total storage capacity be less than:
 - 3.4.2.1. 20,000 gallons for Jet Fuel storage
 - 3.4.2.2. 10,000 gallons for Avgas storage
 - 3.4.2.3. FBO shall have adequate storage capacity for waste Fuel or test samples (or the capability to recycle same);
 - 3.4.2.4. FBO shall demonstrate the capability of expanding its Fuel storage capacity within a reasonable time period.
- 3.4.3. FBO shall, at its sole cost and expense, maintain the Fuel storage facility, all Improvements thereon, and all appurtenances thereto, in a clean, neat, orderly, and fully functional condition consistent with good business practice and equal or better than in appearance and character to other similar Improvements on the Airport.
- 3.4.4. FBO shall demonstrate that satisfactory arrangements have been made with a reputable aviation petroleum supplier/distributor for the delivery of aviation Fuels in the quantities that are necessary to meet the requirements set forth herein or the reasonable demands of consumers, whichever is greater.
- 3.4.5. Prior to engaging in Fueling Activities at the Airport which includes transporting (or arranging for the transportation of) Fuel onto the Airport, FBO shall provide the Director with a written Spill Prevention, Control, and Countermeasures Plan (SPCC Plan) that meets Regulatory Measures for aboveground Fuel storage facilities and FBO's Activities. An updated copy of the SPCC Plan shall be filed with the Director at least 30 days prior to any changes in operations.
- 3.4.6. Fuel suppliers utilized by Operator must have a current and executed non-exclusive revocable Fuel Delivery Permit on file with the Director.
- 3.4.7. Fuel delivered/dispensed by FBO shall meet quality specifications as outlined in ASTM D 1655 (Jet A) and ASTM D 1910 (Avgas). Ensuring the quality of the Fuel is the responsibility of FBO.
- 3.4.8. FBO shall maintain records that identify the amount (number of gallons) of:
 - (1) aviation Fuel purchased by FBO (by Fuel type),
 - (2) delivered to FBO's Fuel storage facility (by Fuel type), and
 - (3) delivered to FBO customer Aircraft and/or dispensed by FBO at the Airport (by customer type).
- 3.4.9. On or before the 10th day of the subsequent month, FBO shall provide a summary report to the Director identifying the amount (number of gallons) of:
 - (1) aviation Fuel purchased by FBO (by Fuel type),
 - (2) delivered to FBO's Fuel storage facility (by Fuel type), and
 - (3) delivered to FBO customer Aircraft and/or dispensed by FBO at the Airport (by customer type). FBO shall pay

the appropriate fees and charges due to the Board at the Airport Administrative Office when invoiced (billed) by the Board.

- 3.4.10. Records and meters shall be made available for review (audit) by the Board or its designated representative. In the case of a discrepancy between the amount of Fuel purchased by and/or delivered to FBO and the amount of Fuel delivered to FBO customer Aircraft and/or dispensed by FBO at the Airport, FBO shall promptly pay, in cash, all additional fees and charges due the Board at the Airport Administrative Office, plus annual interest on the unpaid balance at the maximum rate allowable by law from the date originally due.

3.5. Fueling Equipment

- 3.5.1. FBO shall have two (2) Jet Fuel Refueling Vehicles with one (1) having a capacity of at least 5,000 gallons and one (1) having a capacity of at least 2,000 gallons.
- 3.5.2. FBO shall have two (2) Avgas Refueling Vehicles having a capacity of at least 750 gallons. A fixed Avgas refueling (self-fueling) system can be substituted for an Avgas Refueling Vehicle.
- 3.5.2.1. If substituted for an Avgas Refueling Vehicle, the fixed Avgas self-serve fueling system shall: (1) be constructed or installed in a location specified by the Director, (2) limited to a maximum capacity of 2,000 gallons, (3) be available and maintained by FBO for public Commercial use, and (4) have detailed (and readily accessible instructions for the proper and safe operation of the system and a fully functional (and readily accessible) telephone, emergency shut-off, property rated fire extinguish, and Fuel spill kit.
- 3.5.2.2. An FBO may have only one Avgas Refueling Vehicle if FBO has a written agreement with another (separate) FBO at the Airport to provide Avgas Fueling services at times when FBO's Refueling Vehicle is unavailable or unable to meet the required response time.
- 3.5.2.2.1. Agreement must be on file with the Director.
- 3.5.3. Aircraft Refueling Vehicles shall be equipped with metering devices that meet Regulatory Measures. One Refueling Vehicle dispensing Jet Fuel shall have over-the-wing and single point Aircraft servicing capability. All Refueling Vehicles shall be bottom loaded.
- 3.5.4. Each Refueling Vehicle and all fueling Equipment shall be equipped and maintained to comply with all applicable Regulatory Measures including, without limitation, those prescribed by:
- 3.5.4.1. State of South Dakota Fire Code and City of Rapid City Fire Code;
- 3.5.4.2. National Fire Protection Association (NFPA) Codes;
- 3.5.4.3. 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials".
- 3.5.4.4. Applicable FAA Advisory Circulars (AC) including AC 00-34 "Aircraft Ground Handling and Servicing" and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used On An Airport".

3.6. Equipment

- 3.6.1. FBO shall have the following Equipment:

- 3.6.1.1. Adequate Equipment for recharging or energizing discharged Aircraft batteries
- 3.6.1.2. Adequate wheel chocks for Aircraft Parking in (on) open Apron areas and Equipment for securing Aircraft in (on) permanent Tiedowns including ropes, chains, wheel chocks, and other types of Aircraft restraining devices which are required to safely secure Aircraft as described in FAA AC 20-35C
- 3.6.1.3. One (1) oxygen cart, one (1) nitrogen cart, and one (1) compressed air unit
- 3.6.1.4. One (1) Courtesy Vehicle (capable of accommodating seven passengers) to provide transportation of passengers, crews, and baggage to and from destinations on the Airport
- 3.6.1.5. One (1) Apron transportation Vehicle to provide transportation of passengers, crews, and baggage between FBO terminal building and Aircraft
- 3.6.1.6. Two (2) Aircraft towing Vehicles (and tow bars) with at least one (1) having a rated draw bar capacity sufficient to meet the towing requirement of the heaviest General Aviation Aircraft frequenting the Airport
- 3.6.1.7. Two (2) ground power units capable of providing electricity to direct current (DC) powered Aircraft
- 3.6.1.8. One (1) lavatory service cart
- 3.6.1.9. Spill kits including one mobile unit per continuous Apron area with the necessary Equipment and materials to contain a Fuel spill and keep it from flowing into drains or other areas
- 3.6.1.10. Adequate number of approved and regularly inspected dry chemical fire extinguisher units shall be maintained within all Hangars, on Apron areas, at Fuel storage facilities, and on all grounding handling and Refueling Vehicles
- 3.6.1.11. All Equipment reasonably necessary for the proper performance of Aircraft Maintenance in accordance with applicable FAA regulations and manufacturers' specifications

3.7. Personnel

- 3.7.1. Personnel, while on duty, shall be clean, neat in appearance, courteous, and at all times, properly uniformed. Uniforms shall identify the name of the FBO and the Employee and shall be clean, neat, professional, and properly maintained at all times.
 - 3.7.1.1. Management and administrative personnel shall not be required to be uniformed.
- 3.7.2. FBO shall develop and maintain Standard Operating Procedures (SOP) for Fueling and ground handling and shall ensure compliance with standards set forth in FAA AC 00-34A "Aircraft Ground Handling and Servicing." FBO's SOP shall include a training plan, Fuel quality assurance procedures and associated record keeping, and emergency response procedures to Fuel spills and fires. FBO's SOP shall also address: regular safety inspections, bonding and fire protection; public protection; control of access to Fuel

storage facilities and Refueling Vehicles; and marking and labeling of Fuel storage tanks and Refueling Vehicles. FBO's SOP shall be submitted to the Director not later than 30 days before FBO commences Activities at the Airport (and it shall be resubmitted anytime changes are planned).

- 3.7.3. FBO shall have two (2) properly trained and qualified line service technicians (FBO Employees), on each shift with exception of the hours of 10:00 p.m. to 6:00 a.m., providing Aircraft Fueling, Parking, and ground (line) services and support.
 - 3.7.3.1. FBO shall have one (1) supervisory line service technician (FBO Employee) trained in an FAA approved fire safety program (14 CFR Part 139.321).
- 3.7.4. FBO shall have one (1) properly trained and qualified customer service representative (FBO Employee), on each shift (except from the hours of 10:00 p.m. to 6:00 a.m.), to provide customer service and support. A line service technician may fulfill the responsibilities of the customer service representative unless the line service technician is performing duties off-premises.
- 3.7.5. FBO (or authorized Sublessee – Aircraft Maintenance Operator) shall have one (1) Airframe and Powerplant Mechanic properly trained and qualified to provide Aircraft Maintenance on Aircraft frequenting the Airport.

3.8. Hours of Activity

- 3.8.1. Aircraft Fueling and passenger, crew, and Aircraft ground handling services, support, and amenities shall be continuously offered and available to meet reasonable demands of consumers for this Activity between the hours of 6:00 a.m. and 10:00 p.m. seven days a week (including holidays).
 - 3.8.1.1. These services shall also be available all other times (after hours), on-call, with a response time not to exceed 60 minutes.
- 3.8.2. Aircraft Maintenance shall be continuously offered and available to meet reasonable demand of the public for this Activity between the hours of 8:00 a.m. and 5:00 p.m. five days a week.
 - 3.8.2.1. Aircraft Maintenance shall be available all other times (after hours), on-call, with response time not to exceed 60 minutes.

3.9. Aircraft Removal

- 3.9.1. Recognizing that Aircraft removal is the responsibility of the Aircraft Owner/Operator, FBO shall be prepared to lend assistance within 30 minutes upon request by either the Director or the Aircraft Owner in order to maintain the operational readiness of the Airport. FBO shall prepare an Aircraft removal plan and have the Equipment Readily Available that is necessary to remove the General Aviation Aircraft frequenting the Airport.

3.10. Insurance

- 3.10.1. FBO shall maintain, at a minimum, the coverages and limits of insurance set forth in Attachment A – Minimum Insurance Requirements.

4. SELF-SERVE FUELING OPERATOR**4.1. Introduction**

- 4.1.1. A Self-Serve Fueling Operator is a Commercial Operator engaged in the sale of Jet Fuel and/or Avgas through a fixed self-service fueling station. The Operator does not (and may not) engage in any other type of fueling activity or provide Aircraft ground services, support, Parking, Tiedown, or Hangar, office, or shop rental.
- 4.1.2. In addition to the General Requirements set forth in Section 2, each Self-Serve Fueling Operator at the Airport shall comply with the following minimum standards set forth in this Section.

4.2. Scope of Activity

- 4.2.1. Operator shall only sell Fuel (and Fuel shall only be obtained by the public) through the Operator's fixed self-service fueling station.

4.3. Leased Premises

- 4.3.1. Operator engaging in this Activity shall have (under Agreement with the Board or another Operator and/or under Permit with the Board) adequate land and improvements, facilities, and Vehicle Parking (see Section 2.5.4) to accommodate all Activities of the Operator and all approved Sublessees, which are not cumulative.
 - 4.3.1.1. Facilities – 1,000 square feet (total) dedicated space for crew and passenger lounge(s), public use telephones, and restrooms.
 - 4.3.1.1.1. Facilities shall be located in close proximity to fixed self-service fueling station.

4.4. Fuel Storage

- 4.4.1. Operator shall construct or install and maintain an on-Airport aboveground Fuel storage facility at the Airport, unless otherwise authorized or required, in a location consistent with the Airport Master Plan, Airport Layout Plan, or other Land Use Plan and approved by the Board.
- 4.4.2. Fuel storage facility shall have total capacity for three days peak supply of aviation Fuel being sold by the Operator. In no event shall the total storage capacity be less than:
 - 4.4.2.1. 10,000 gallons for Jet Fuel storage
 - 4.4.2.2. 10,000 gallons for Avgas storage
 - 4.4.2.3. Operator shall have adequate storage capacity for waste Fuel or test samples (or the capability to recycle same);
 - 4.4.2.4. Operator shall demonstrate the capability of expanding its Fuel storage capacity within a reasonable time period.
- 4.4.3. Operator shall, at its sole expense, maintain the Fuel storage facility, all Improvements thereon, and all appurtenances thereto, in a clean, neat, orderly, and fully functional condition consistent with good business practice and equal or better than in appearance and character to other similar Improvements on the Airport.
- 4.4.4. Operator shall demonstrate that satisfactory arrangements have been made with a reputable aviation petroleum supplier/distributor for the delivery of aviation Fuels in the quantities that are necessary to meet the requirements

set forth herein or the reasonable demands of consumers, whichever is greater.

- 4.4.5. Prior to engaging in Activities at the Airport which includes transporting (or arranging for the transportation of) Fuel onto the Airport, Operator shall provide the Director with a written Spill Prevention, Control, and Countermeasures Plan (SPCC Plan) that meets Regulatory Measures for aboveground Fuel storage facilities and Operator's Activities. An updated copy of the SPCC Plan shall be filed with the Director at least 30 days prior to any changes in operations.
- 4.4.6. Fuel suppliers utilized by Operator must have a current and executed non-exclusive revocable Fuel Delivery Permit on file with the Director.
- 4.4.7. Fuel sold by Operator shall meet quality specifications as outlined in ASTM D 1655 (Jet A) and ASTM D 1910 (Avgas). Ensuring the quality of the Fuel is the responsibility of Operator.
- 4.4.8. Operator shall maintain records that identify the amount (number of gallons) of: (1) aviation Fuel purchased by Operator (by Fuel type), (2) delivered to Operator's Fuel storage facility (by Fuel type), and (3) delivered to Operator customer Aircraft (by customer type).
- 4.4.9. On or before the 10th day of the subsequent month, Operator shall provide a summary report to the Director identifying the amount (number of gallons) of: (1) aviation Fuel purchased by Operator (by Fuel type), (2) delivered to Operator's Fuel storage facility (by Fuel type), and (3) delivered to Operator customer Aircraft (by customer type) and Operator shall pay the appropriate fees and charges due to the Board at the Airport Administrative Office.
- 4.4.10. Records and meters shall be made available for review (audit) by the Board or its designated representative. In the case of a discrepancy between the amount of Fuel purchased by and/or delivered to Operator and the amount of Fuel delivered to Operator customer Aircraft at the Airport, Operator shall promptly pay, in cash, all additional fees and charges due the Board at the Airport Administrative Office, plus annual interest on the unpaid balance at the maximum rate allowable by law from the date originally due.

4.5. Fueling Equipment

- 4.5.1. The self-service fueling station shall:
 - 4.5.1.1. Be constructed or installed in a location specified by the Director
 - 4.5.1.2. Be available and maintained by Operator for public Commercial use
 - 4.5.1.3. Have the capability of accepting all major credit cards
 - 4.5.1.4. Have detailed (and readily accessible) instructions for the proper and safe operation of the system and a fully functional (and readily accessible) telephone, emergency shut-off, property rated fire extinguish, and Fuel spill kit.
 - 4.5.1.5. Be equipped with metering devices that meet Regulatory Measures
 - 4.5.1.6. Be equipped and maintained to comply with all applicable Regulatory Measures including, without limitation, those prescribed in Section 3.5.4 of these Minimum Standards.

4.6. Equipment

4.6.1. Operator shall have the following equipment:

- 4.6.1.1. Adequate wheel chocks for Aircraft Parking in (on) open Apron areas
- 4.6.1.2. Spill kits with the necessary Equipment and materials to contain a Fuel spill and keep it from flowing into drains or other areas
- 4.6.1.3. Adequate number of approved and regularly inspected dry chemical fire extinguisher units shall be maintained at the self-service fuel station

4.7. Hours of Activity

4.7.1. The fixed self-service Fueling station (and related Equipment) shall be open and available seven days a week (including holidays), 24 hours per day.

4.8. Insurance

4.8.1. Operator shall maintain, at a minimum, the coverages and limits of insurance set forth in Attachment A – Minimum Insurance Requirements:

5. AIRCRAFT MAINTENANCE OPERATOR (SASO)

5.1. Introduction

5.1.1. An Aircraft Maintenance Operator is a Commercial Operator engaged in providing Aircraft Maintenance on airframes and powerplants (as defined in 14 CFR Part 43) for Aircraft other than those owned, leased, and/or operated by (and under the full and exclusive control of) the Operator, in addition to selling Aircraft parts, accessories, and related components.

5.1.2. In addition to the General Requirements set forth in Section 2, each Operator at the Airport shall comply with the following Minimum Standards set forth in this Section.

5.1.3. FBOs shall comply with the Minimum Standards set forth in Section 3 associated with Aircraft Maintenance.

5.2. Leased Premises

5.2.1. Operator engaging in this Activity shall have (under Agreement with the Board or another Operator and/or under Permit with the Board) adequate land and improvements, Paved Tiedown, facilities, and Vehicle Parking (see Section 2.5) to accommodate all Activities of the Operator and all approved Sublessees, which are not cumulative.

5.2.2. The minimum facility requirements identified in the table that follows are based upon the largest Aircraft Design Group serviced by the Operator.

Facilities	Group I Piston and Turboprop Aircraft	Group II Piston and Turboprop Aircraft	Groups I and II Turbojet Aircraft	Group III Turbojet Aircraft
Customer Area (Lessee)	400 SF	400 SF	400 SF	400 SF
Customer Area (Sublessee)	Immediate Access	Immediate Access	Immediate Access	Immediate Access
Maintenance Area	500 SF	750 SF	1,000 SF	1,500 SF
Hangar	5,000 SF	6,500 SF	7,500 SF	15,000 SF

5.2.2.1. All required Improvements including facilities and Vehicle Parking shall be located on Contiguous Land.

5.2.2.1.1. Facilities shall comply at all times with Regulatory Measures pertaining, but not limited to, drainage, building setbacks, and Vehicle Parking.

5.2.2.1.2. Customer area shall include adequate space for (or in the case of a Sublessee, immediate access to) customer lounge, public use telephone, and restrooms.

5.2.2.1.3. Administrative area shall be provided for Employee offices, work areas, and storage.

5.2.2.1.4. Maintenance area shall include adequate and dedicated space for Employee work areas, shop areas, and storage for Aircraft parts and Equipment.

5.2.2.1.5. Hangar area shall be at least equal to the square footage required for the type of Aircraft Maintenance being provided (as identified in the table 4.2.2.) or large enough to accommodate the largest Aircraft undergoing Aircraft Maintenance (other than Preventative Aircraft Maintenance as described in 14 CFR Part 43), whichever is greater.

5.3. Licenses and Certification

5.3.1. Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings for the work being performed.

5.4. Personnel

5.4.1. Operator shall provide a sufficient number of personnel (including Airframe and Powerplant Mechanics and customer service representatives) to carry out the Operator's Activity in a safe, secure, efficient, courteous, prompt, and workmanlike (professional) manner while also meeting the reasonable demands of consumers for this Activity.

5.4.1.1. Operator shall employ one (1) Airframe and Powerplant Mechanic and one (1) customer service representative as Employees who shall be available during required Hours of Activity (see Section 4.6).

5.4.1.1.1. An Airframe and Powerplant Mechanic may fulfill the responsibilities of the customer service representative unless the Airframe and Powerplant Mechanic is performing duties off-Airport.

5.4.1.2. Operators providing 100 hour, annual, or phase inspections shall employ an Airframe and Powerplant Mechanic certified as an IA (Inspection Authority).

5.5. Equipment

5.5.1. Operator shall maintain sufficient Equipment and supplies to safely accommodate the largest Aircraft serviced.

5.6. Hours of Activity

5.6.1. Operator shall be open and services shall be available to meet reasonable demands of consumers for this Activity, at least five days a week, eight hours a day.

5.7. Insurance

5.7.1. Operator shall maintain, at a minimum, the coverages and limits of insurance set forth in Attachment A – Minimum Insurance Requirements.

6. AVIONICS OR INSTRUMENT MAINTENANCE OPERATOR (SASO)

6.1. Introduction

- 6.1.1. An Avionics or Instrument Maintenance Operator is a Commercial Operator engaged in the business of maintenance or alteration of one or more of the items described in 14 CFR Part 43, Appendix A (i.e., Aircraft radios, electrical systems, or instruments).
- 6.1.2. In addition to the General Requirements set forth in Section 2, each Operator at the Airport shall comply with the following Minimum Standards set forth in this Section.

6.2. Leased Premises

- 6.2.1. Operator engaging in this Activity shall have (under Agreement with the Board or another Operator and/or under Permit with the Board) adequate land and improvements, facilities, and Vehicle Parking (see Section 2.5) to accommodate all Activities of the Operator and all approved Sublessees.
 - 6.2.1.1. For Operators performing just benchwork (i.e., no removal and replacement services are being performed), the minimum facility requirements are indicated in the table in 6.2.2.2 (excluding Hangar requirements):
 - 6.2.1.2. For Operators performing services beyond benchwork (i.e., removal and replacement services are being performed), the minimum facility requirements are as follows:

Facilities	
Customer Area (Lessee)	100 SF
Maintenance Area	400 SF
Hangar	2,500 SF

- 6.2.1.2.1. Facilities shall comply at all times with Regulatory Measures pertaining, but not limited to, drainage, building setbacks, and Vehicle Parking.
- 6.2.1.2.2. Customer area shall include adequate space for or allow immediate access to customer lounge, public use telephone, and restrooms.
- 6.2.1.2.3. Administrative area shall be provided for Employee offices, work areas, and storage.
- 6.2.1.2.4. Maintenance area shall include adequate and dedicated space for Employee work areas, shop areas, and storage for Aircraft parts and Equipment.
- 6.2.1.2.5. Hangar area (if required) shall be at least equal to the square footage required for the type of avionics or instrument maintenance being provided for the type of Aircraft most commonly serviced by Operator.

6.3. Licenses and Certifications

- 6.3.1. Operator performing avionics or instrument maintenance shall be properly certificated and comply with all applicable Regulatory Measures.

6.3.2. Personnel shall be properly certificated by the FAA and the Federal Communications Commission (FCC), current, and hold the appropriate ratings for the work being performed.

6.4. Personnel

6.4.1. Operator shall provide a sufficient number of personnel (including, avionics technicians and/or instrument technicians and customer service representatives) to carry out Activity in a safe, efficient, courteous, prompt, and workmanlike (professional) manner while also meeting the reasonable demands of consumers for this Activity.

6.4.1.1. Operator shall employ one (1) avionics and/or instrument technician and one (1) customer service representative as Employees who shall be available during required Hours of Activity (see Section 4.6).

6.4.1.1.1. An avionics and/or instrument technician may fulfill the responsibilities of the customer service representative unless the avionics and/or instrument technician is performing duties off-Airport.

6.5. Equipment

6.5.1. Operator shall maintain sufficient Equipment and supplies to safely accommodate the largest Aircraft serviced.

6.6. Hours of Activity

6.6.1. Operator shall be open and services shall be available to meet the reasonable demands of consumers for this Activity, at least five days a week, eight hours a day and available after hours, on-call, with response time not to exceed 60 minutes.

6.7. Insurance

6.7.1. Operator shall maintain, at a minimum, the coverages and limits of insurance set forth in Attachment A – Minimum Insurance Requirements.

7. AIRCRAFT RENTAL OR FLIGHT TRAINING OPERATOR (SASO)

7.1. Introduction

- 7.1.1. An Aircraft Rental Operator is a Commercial Operator engaged in the rental of Aircraft to the public.
- 7.1.2. A Flight Training Operator is a Commercial Operator engaged in providing flight instruction to the public.
 - 7.1.2.1. A person holding a current FAA flight instructor's certificate, who provides occasional flight instruction (does not make flight instruction available to the public) to an Owner of an Aircraft in the Owner's Aircraft and is not compensated by the Aircraft Owner or any other party, shall not be deemed a Commercial Activity.
- 7.1.3. In addition to the General Requirements set forth in Section 2, each Operator at the Airport shall comply with the following Minimum Standards set forth in this Section.

7.2. Leased Premises

- 7.2.1. Operator engaging in this Activity shall have (under Agreement with the Board or another Operator and/or under Permit with the Board) adequate land and improvements, Paved Tiedown, facilities, and Vehicle Parking (see Section 2.5) to accommodate all Activities of the Operator and all approved Sublessee(s), but not less than the following:
 - 7.2.1.1. Paved Tiedowns (Lessee only) shall be adequate to accommodate one (1) Aircraft having a minimum wingspan of 40 feet or all of the Aircraft in the Operator's fleet, whichever is greater.
 - 7.2.1.1.1. If Operator utilizes a Hangar for storing all of the Aircraft in the Operator's fleet of Aircraft at the Airport, Paved Tiedowns are not required.
 - 7.2.1.2. Facilities shall include customer and administrative areas. Maintenance and Hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned, leased, and/or operated by (and under the full and exclusive control of) Operator. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the Minimum Standards for an Aircraft Maintenance Operator.
 - 7.2.1.2.1. Customer area (for a Lessee) shall be at least 800 square feet to include adequate space for customer lounge, class/training rooms, public use telephone, and restrooms.
 - 7.2.1.2.2. Customer area (for a Sublessee) shall be at least 400 square feet to include adequate space for class/training rooms. Operator's customers shall have immediate access to customer lounge, public use telephone, and restrooms.
 - 7.2.1.2.3. Administrative area shall be provided for Employee offices, work areas, and storage.
 - 7.2.1.2.4. Hangar area (for a Lessee), if required, shall be at least 2,500 square feet or large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator, whichever is greater.
 - 7.2.1.2.5. Hangar area (for a Sublessee), if required, shall be large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator.

- 7.2.1.2.6. Maintenance area, if required, shall be at least 250 square feet to include adequate and dedicated space for Employee work areas, shop areas, and storage for Aircraft parts and Equipment.

7.3. Licenses and Certifications

- 7.3.1. Personnel performing Aircraft proficiency checks and/or Flight Training shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certification for the Aircraft being utilized and/or Flight Training being provided.
 - 7.3.1.1. Flight Training Operators shall have at least one (1) flight instructor with the appropriate ratings and medical certification to provide the type and level of flight instruction (degree of training) desired by the public.

7.4. Personnel

- 7.4.1. Operator shall provide a sufficient number of personnel to carry out Aircraft rental and/or Flight Training Activities in a safe, efficient, courteous, prompt, and workmanlike (professional) manner while also meeting the reasonable demands of consumers/members seeking such services.
 - 7.4.1.1. Operator shall employ one (1) flight instructor and one (1) customer service representative as Employees who shall be available during required Hours of Activity (see Section 6.6).
 - 7.4.1.1.1. A flight instructor may fulfill the responsibilities of the customer service representative unless the flight instructor is performing duties off-Airport.
 - 7.4.1.2. Flight Training Operators shall have available a properly certificated ground school instructor capable of providing on-demand ground school instruction sufficient to enable students to pass the FAA written examinations for private pilot, commercial pilot, and instrument rating.

7.5. Equipment

- 7.5.1. Operator providing primary flight training shall have available for rental or use in Flight Training, either owned by or under written lease to Operator and under the full and exclusive control of Operator, at least one (1) properly certified and currently airworthy two-place Aircraft which shall be equipped for and fully capable of flight under instrument conditions.
- 7.5.2. Operators providing primary flight training shall provide, at a minimum, adequate mock-ups and/or still and motion pictures, or other training aids necessary to provide proper and effective ground school instruction.
- 7.5.3. Operators providing aerobatic Flight Training or Sport or Recreational Flight Training only shall not be required to have available for rental or use aircraft which are equipped for and fully capable of flight under instrument conditions.

7.6. Hours of Activity

- 7.6.1. Operator shall be open and services shall be available to meet the reasonable demands of consumers for this Activity.

7.7. Insurance

- 7.7.1. Operator shall maintain, at a minimum, the coverages and limits of insurance set forth in Attachment A – Minimum Insurance Requirements.

- 7.7.2. Disclosure Requirement: Any Operator conducting Aircraft rental, sales, or Flight Training shall post a notice and incorporate within the rental and instruction agreements the coverage and limits provided to the renter or student by Operator, as well as a statement advising that additional coverage is available to such renter or student through the purchase of an individual non-ownership liability policy. Operator shall provide a copy of such notice to the Director.

8. AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (SASO)

8.1. Introduction

- 8.1.1. An Aircraft Charter Operator is a Commercial Operator engaged in on-demand common carriage for persons or Property (as defined in 14 CFR Part 135) or operates in private carriage under 14 CFR Part 125.
- 8.1.2. An Aircraft Management Operator is a Commercial Operator engaged in the business of providing Aircraft management including, but not limited to, flight dispatch, flight crews, or Aircraft Maintenance coordination to the public.
- 8.1.3. In addition to the General Requirements set forth in Section 2, each Operator at the Airport shall comply with the following Minimum Standards set forth in this Section.

8.2. Leased Premises

- 8.2.1. Operator engaging in this Activity shall have (under Agreement with the Board or another Operator and/or under Permit with the Board) adequate land and improvements, Paved Tiedown, facilities, and Vehicle Parking (see Section 2.5) to accommodate all Activities of the Operator and all approved Sublessee(s), but not less than the following:
 - 8.2.1.1. Paved Tiedowns (Lessee only) shall be adequate to accommodate one (1) Aircraft having a minimum wingspan of 40 feet or all of the Aircraft in the Operator's fleet, whichever is greater.
 - 8.2.1.1.1. If Operator utilizes a Hangar for storing all of the Aircraft in the Operator's fleet at the Airport, Paved Tiedowns are not required.
 - 8.2.1.2. Facilities shall include customer and administrative areas. Maintenance and Hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned, leased, and/or operated by (and under the full and exclusive control of) Operator. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the Minimum Standards for an Aircraft Maintenance Operator.
 - 8.2.1.2.1. Customer area (for a Lessee) shall be at least 400 square feet to include adequate space for customer lounge, public use telephone, and restrooms.
 - 8.2.1.2.2. Customer area (for a Sublessee): Customers shall have immediate access to customer lounge, public use telephone, and restrooms.
 - 8.2.1.2.3. Administrative area shall be provided for Employee offices, work areas, and storage.
 - 8.2.1.2.4. Hangar area (for a Lessee), if required, shall be at least 2,500 square feet or large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator, whichever is greater.
 - 8.2.1.2.5. Hangar area (for a Sublessee), if required, shall be large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator.
 - 8.2.1.2.6. Maintenance area, if required, shall be at least 250 square feet and shall include adequate and dedicated space for Employee work areas, shop areas, and storage for Aircraft parts and Equipment.

8.3. Licenses and Certifications

- 8.3.1. Aircraft Charter Operators shall have and provide copies to the Director of all appropriate certifications and approvals, including without limitation, the Pre-application Statement of Intent (FAA Form 8400-6), the Registrations and Amendments under Part 298 (OST Form 4507), and/or FAA issued operating certificate(s). Any time certifications or approvals are modified, the updated documentation (reflecting the changes) shall be immediately provided to the Director.
- 8.3.2. Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings in the Aircraft utilized and medical certifications for Activity.

8.4. Personnel

- 8.4.1. Operator shall provide a sufficient number of personnel to carry out Activity in a safe, efficient, courteous, prompt, and workmanlike (professional) manner while meeting the reasonable demands of consumers seeking such services.
 - 8.4.1.1. Aircraft Charter Operator shall employ one (1) chief pilot, one (1) pilot (who may also serve as the chief pilot), and one (1) customer service representative as Employees who shall be available during the required Hours of Activity (see Section 7.6).
 - 8.4.1.1.1. The pilot may fulfill the responsibilities of the customer service representative unless the pilot is performing duties off-Airport.
 - 8.4.1.2. Aircraft Management Operator shall employ one (1) customer service representative as an Employee who shall be available during the required Hours of Activity (see Section 7.6).

8.5. Equipment

- 8.5.1. Operator shall provide, either owned or under written lease to Operator and under the full and exclusive control of Operator at least one (1) properly certified and currently airworthy four-place Aircraft or larger which shall be equipped for and fully capable of flight under instrument conditions.

8.6. Hours of Activity

- 8.6.1. Operator shall be open and services shall be available to meet the reasonable demands of consumers for this Activity. After hours, on-call response time to customer inquiries shall not exceed 60 minutes, a trip quote shall be provided to the customer within 60 minutes of that time, and not withstanding circumstances beyond the Operator's control, the Operator shall be able to initiate the flight within two (2) hours of the time the trip quote was provided to the customer.

8.7. Insurance

- 8.7.1. Operator shall maintain, at a minimum, the coverages and limits of insurance set forth in Attachment A – Minimum Insurance Requirements.

9. AIRCRAFT SALES OPERATOR (SASO)**9.1. Introduction**

- 9.1.1. An Aircraft Sales Operator is a Commercial Operator engaged in the sale of three (3) or more new and/or used Aircraft during a 12-month period.
- 9.1.2. In addition to the General Requirements set forth in Section 2, each Operator at the Airport shall comply with the following Minimum Standards set forth in this Section.

9.2. Leased Premises

- 9.2.1. Operator engaging in this Activity shall have (under Agreement with the Board or another Operator and/or under Permit with the Board) adequate land and improvements, Paved Tiedown, facilities, and Vehicle Parking (see Section 2.5) to accommodate all Activities of the Operator and all approved Sublessee(s), but not less than the following:
- 9.2.1.1. Paved Tiedowns (Lessee only) shall be adequate to accommodate one (1) Aircraft having a minimum wingspan of 40 feet or all of the Aircraft in the Operator's fleet (inventory), whichever is greater.
- 9.2.1.1.1. If Operator utilizes a Hangar for storing all of the Aircraft in the Operator's fleet at the Airport (inventory), Paved Tiedowns are not required.
- 9.2.1.2. Facilities shall include customer and administrative areas. Maintenance and Hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned, leased, and/or operated by (and under the full and exclusive control of) Operator. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the Minimum Standards for an Aircraft Maintenance Operator.
- 9.2.1.2.1. Customer area (for a Lessee) shall be at least 400 square feet and shall include adequate space for customer lounge, public use telephone, and restrooms.
- 9.2.1.2.2. Customer area (for a Sublessee): Customers shall have immediate access to customer lounge, public use telephone, and restrooms.
- 9.2.1.2.3. Administrative area shall be provided for Employee offices, work areas, and storage.
- 9.2.1.2.4. Hangar area (for a Lessee), if required, shall be at least 2,500 square feet or large enough to accommodate the largest Aircraft in Operator's fleet (inventory) at the Airport maintained by Operator, whichever is greater.
- 9.2.1.2.5. Hangar area (for a Sublessee), if required, shall be large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator.
- 9.2.1.2.6. Maintenance area, if required, shall be at least 250 square feet and shall include adequate and dedicated space for Employee work areas, shop areas, and storage for Aircraft parts and Equipment.

9.3. Dealership

- 9.3.1. An Operator which is an authorized factory sales franchise, dealer, or distributor, either on a retail or wholesale basis, shall have available or shall make available (with advance notice) at least one (1) current model demonstrator of Aircraft in each of its authorized product lines.

9.4. Licenses and Certifications

9.4.1. Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certification for providing flight demonstration in all Aircraft offered for sale.

9.5. Personnel

9.5.1. Operator shall provide a sufficient number of personnel to carry out Activity in a safe, efficient, courteous, prompt, and workmanlike (professional) manner while also meeting the reasonable demand of the public seeking such services.

9.5.1.1. Operator shall employ one (1) current private pilot who has logged at least 200 total hours of flight time and one (1) customer service representative as Employees who shall be available during required Hours of Activity (see Section 8.7).

9.5.1.1.1. The private pilot may fulfill the responsibilities of the customer service representative unless the private pilot is performing duties off-Airport.

9.6. Equipment

9.6.1. Operator shall provide necessary and satisfactory arrangements for Aircraft Maintenance in accordance with any sales guarantee or warranty period.

9.7. Hours of Activity

9.7.1. Operator shall be available to meet the reasonable demands of consumers for this Activity.

9.8. Insurance

9.8.1. Operator shall maintain, at a minimum, the coverages and limits of insurance set forth in Attachment A - Minimum Insurance Requirements.

10. AIRCRAFT STORAGE OPERATOR (SASO)

10.1. Introduction

- 10.1.1. An Aircraft Storage Operator is a Commercial Operator that develops (constructs) and/or owns an Aircraft storage facility and/or associated office and/or shop space and sells and/or subleases such space to entities engaging in Commercial or Non-Commercial Aeronautical Activities at the Airport.
- 10.1.2. An Aircraft Storage Operator may also be a Commercial Operator that leases Aircraft storage facilities and/or associated office and/or shop space from the Board and subleases such space to entities engaging in Commercial or Non-Commercial Aeronautical Activities.
- 10.1.3. In addition to the General Requirements set forth in Section 2, each Operator at the Airport shall comply with the following Minimum Standards set forth in this Section.

10.2. Leased Premises

- 10.2.1. Operator engaging in this Activity shall have (under Agreement with the Board or another Operator and/or under Permit with the Board) adequate land and improvements, Paved Tiedown, facilities, and Vehicle Parking (see Section 2.5) to accommodate all Activities of the Operator and all approved Sublessee(s), but not less than the following:

Facilities	Group I Piston and Turboprop Aircraft Hangar Storage	Group II Piston and Turboprop Aircraft Hangar Storage	Group I Turbojet Aircraft Hangar Storage	Group II Turbojet Aircraft Hangar Storage	Group III Turbojet Aircraft Hangar Storage
Hangar	5,000 SF	6,500 SF	7,500 SF	10,000 SF	15,000 SF

- 10.2.1.1. All required Improvements including facilities, and Vehicle Parking shall be located on Contiguous Land.
- 10.2.1.2. The development of Hangar(s) shall be limited to the following types of Hangar structures:
 - 10.2.1.2.1. single structures of not less than 2,500 square feet, completely enclosed or
 - 10.2.1.2.2. single structures of not less than 5,000 square feet, subdivided and configured (although each unit shall not be less than 1,000 square feet) to accommodate individual bays for the storage of Aircraft.

10.3. Hours of Activity

- 10.3.1. Operator shall ensure that facilities are available for use (and readily accessible) by Owners and Sublessees seven days a week (including holidays), 24 hours a day.

10.4. Insurance

- 10.4.1. Operator shall maintain, at a minimum, the coverages and limits of insurance set forth in Attachment A - Minimum Insurance Requirements

11. OTHER COMMERCIAL AERONAUTICAL ACTIVITIES (SASO)

11.1. Introduction

11.1.1. This section pertains to other Commercial aeronautical SASOs engaging in limited Aircraft services and support Activities (see Section 10.1.1.1), miscellaneous Commercial services and support Activities (see Section 10.1.1.2), or other air transportation services for hire Activities (see Section 10.1.1.3).

11.1.1.1. **Limited Aircraft Services and Support** - are defined as limited Aircraft, engine, or accessory support (e.g., cleaning, washing, waxing, painting, upholstery, propeller repair, etc.) or other related (miscellaneous) Aircraft services and support Activities.

11.1.1.2. **Miscellaneous Commercial Services and Support** - are defined as ground schools, simulator training, scheduling and dispatching (flight coordination and aircrew management), or any other related (miscellaneous) Commercial services and support Activities.

11.1.1.3. **Other Air Transportation Services for Hire** - are defined as non-stop sightseeing flights (flights that begin and end at the Airport and are conducted within a 25 statute mile radius of the Airport); flights for aerial photography or survey, fire fighting, and power line, underground cable, or pipe line patrol; helicopter operations relating to construction or repair work; or, other related (miscellaneous) air transportation services for hire.

11.1.2. In addition to the General Requirements set forth in Section 2, each of the SASOs described in Section 10.1.1 at the Airport shall comply with the following Minimum Standards set forth in this Section.

11.2. Leased Premises

11.2.1. Operator engaging in this Activity shall have (under Agreement with the Board or another Operator and/or under Permit with the Board) adequate land and improvements, Paved Tiedown, facilities, and Vehicle Parking (see Section 2.5) to accommodate all Activities of the Operator and all approved Sublessee(s), but not less than the following:

11.2.1.1. Paved Tiedowns (Lessee only) shall be adequate to accommodate one (1) Aircraft having a minimum wingspan of 40 feet or all of the Aircraft in the Operator's fleet, whichever is greater.

11.2.1.1.1. If Operator utilizes a Hangar for storing all of the Aircraft in the Operator's fleet at the Airport, Paved Tiedowns are not required.

11.2.1.2. Facilities shall include customer and administrative areas. Maintenance and Hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned, leased, and/or operated by (and under the full and exclusive control of) Operator. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the Minimum Standards for an Aircraft Maintenance Operator.

11.2.1.2.1. Customer area (for a Lessee) shall be at least 250 square feet and shall include adequate space for customer lounge, public use telephone, and restrooms.

11.2.1.2.2. Customer area (for Sublessee): Customers shall have immediate access to customer lounge, public use telephone, and restrooms.

- 11.2.1.2.3. Administrative area shall be provided for Employee offices, work areas, and storage.
- 11.2.1.2.4. Hangar area (for a Lessee), if required, shall be at least 2,500 square feet or large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator, whichever is greater.
- 11.2.1.2.5. Hangar area (for a Sublessee), if required, shall be large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator.
- 11.2.1.2.6. Maintenance area, if required, shall be at least 250 square feet and shall include adequate and dedicated space for Employee work areas, shop areas, and storage for Aircraft parts and Equipment.

11.3. Licenses and Certifications

- 11.3.1. Operator shall have and provide evidence to the Director of all Agency licenses and certificates that are required to conduct the Activity.

11.4. Personnel

- 11.4.1. Operator shall provide a sufficient number of personnel to carry out Activity in a safe, efficient, courteous, prompt, and workmanlike (professional) manner while meeting the reasonable demands of consumers seeking such services.

11.5. Equipment

- 11.5.1. Operator shall have (based at the Airport), either owned or under written lease to (and under the full and exclusive control of) Operator, sufficient Vehicles, Equipment, and, if appropriate, one (1) properly certified and currently airworthy Aircraft.
- 11.5.2. Operator shall have sufficient Equipment and supplies available to support the Activity.

11.6. Hours of Activity

- 11.6.1. Operator shall be open and services shall be available during the hours maintained by experienced entities providing comparable services (i.e., engaging in the same and/or similar Activities). Operator's services shall be available to meet the reasonable demands of consumers for the Activity.

11.7. Insurance

- 11.7.1. Operator shall maintain, at a minimum, the coverages and limits of insurance set forth in Attachment A – Minimum Insurance Requirements.

12. TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR (SASO)

12.1. Introduction

12.1.1. The Board recognizes that Aircraft Operators using the Airport may (from time to time) have specialized service requirements (i.e., Aircraft Maintenance and/or Flight Training). When specialized assistance is required, but is not available at the Airport through existing Operators due to the specialized nature of the service requirements and/or existing Operators are unable to provide the services required within a reasonable timeframe, the Director may allow an Aircraft Operator to solicit and utilize the services of a qualified person to provide said services.

12.1.1.1. Aircraft Operator shall initialize the process by informing the Director about the desired specialized services, timeframe for the execution of said services, and the Temporary Specialized Aviation Service Operator to provide said services.

12.1.1.2. Aircraft Operator is responsible for assuring compliance of Regulatory Measures by the Temporary Specialized Aviation Service Operator while on the Airport.

12.1.2. In addition to the General Requirements set forth in Section 2, each Operator at the Airport shall comply with the following Minimum Standards set forth in this Section.

12.2. Scope of Activity

12.2.1. Temporary Specialized Aviation Service Operator shall conduct Activity on and from the Leased Premises of the Aircraft Operator in a safe, efficient, courteous, prompt, and workmanlike (professional) manner consistent with the degree of care and skill exercised by experienced Operators providing comparable products and services and engaging in similar Activities.

12.3. Commercial Aeronautical Activity Permit

12.3.1. Aircraft Operator must submit written request to the Director on behalf of Temporary Specialized Aviation Service Operator.

12.3.2. Prior to engaging in Activity on the Airport, Temporary Specialized Commercial Aeronautical Operator shall obtain a Commercial Aeronautical Activity Permit approved by the Director for a specific period of time (typically not more than 30-days).

12.3.2.1. Renewal shall be subject to the Temporary Specialized Commercial Aeronautical Operator's compliance with all terms and conditions of the approved Commercial Aeronautical Activity Permit.

12.3.3. Temporary Specialized Commercial Aeronautical Operator shall comply with all requirements for the permitted Activities and limit service provided to the person(s), area(s), and timeframe identified in the approved Commercial Aeronautical Activity Permit.

12.3.4. Aircraft Operators requiring after-hour or weekend service by a Temporary Specialized Aviation Service Operator must notify Airport Operations prior to Operator engaging in Activities on the Airport.

12.4. Licenses and Certifications

12.4.1. Temporary Specialized Commercial Aeronautical Operator shall have and provide evidence to the Director of all Agency licenses and certificates that are required to conduct (engage in) the Activity.

12.5. Insurance

12.5.1. Temporary Specialized Commercial Aeronautical Operator shall maintain, at a minimum, the coverages and limits of insurance set forth in Attachment A – Minimum Insurance Requirements.

13. COMMERCIAL AERONAUTICAL ACTIVITY PERMIT

13.1. Application

- 13.1.1. Any person desiring to engage in a Commercial Aeronautical Activity at the Airport shall submit a written application to the Director for a Commercial Aeronautical Activity Permit (Permit).
- 13.1.2. The prospective Operator shall submit all of the information requested on the application form and thereafter shall submit any additional information that may be required or requested by the Director in order to properly and fully evaluate the application and facilitate an analysis of the prospective operation including, but not limited to, verifiable qualifications and experience, past and current financial results (performance), condition and capacity (as evidenced by historical and current financial statements), references, etc.
- 13.1.3. No application will be deemed complete that does not provide the Director with the information necessary to allow the Director and/or the Board to make a meaningful assessment of Applicant's prospective operation and determine whether or not the prospective operation will comply with Regulatory Measures and be compatible with the Airport's Master Plan, Airport Layout Plan, or Land Use Plan.
- 13.1.4. Following review and approval by the Director and the Board, the Commercial Aeronautical Activity Permit will be signed by the Director.
 - 13.1.4.1. A copy of the signed and approved Commercial Aeronautical Activity Permit will be provided to the Applicant.

13.2. Approved Commercial Aeronautical Activity Permit

13.2.1. Commercial Aeronautical Activities

- 13.2.1.1. The approved Commercial Aeronautical Activity Permit will be valid for the time period indicated on the approved Commercial Aeronautical Activity Permit as long as the Operator meets the following requirements:
 - 13.2.1.1.1. The information submitted in the application is current. The Operator shall notify the Director in writing within 15 days of any change to the information submitted in the application.
 - 13.2.1.1.2. The Operator is in compliance with Regulatory Measures and the terms and conditions of the approved Commercial Aeronautical Activity Permit.
- 13.2.1.2. The approved Commercial Aeronautical Activity Permit may not be assigned or transferred and shall be limited solely to the approved Activity(ies).
- 13.2.1.3. For Lessees, the approved Commercial Aeronautical Activity Permit shall be appended to their Agreement and become a material part thereof. The breach of any portion of the approved Commercial Aeronautical Activity Permit by Operator, including the application incorporated by reference thereto, shall be deemed a material breach of any associated Agreement allowing the Board the option to terminate the approved Commercial Aeronautical Activity Permit and/or the Agreement.

13.3. Existing Operator with an Existing Agreement or Permit

13.3.1. No Change in Scope of Activities

13.3.1.1. An existing Operator with an existing Agreement or Permit may engage in the Activities permitted under the Agreement or Permit without submitting an application for Commercial Aeronautical Activity Permit provided that the Operator is in compliance with all the terms and conditions of the Agreement or Permit and Regulatory Measures.

13.3.2. Change in Scope of Activities

13.3.2.1. Prior to engaging in any Activity not permitted under the Agreement or Permit or changing or expanding the scope of Activities permitted under the Agreement or Permit, the Operator shall submit a completed application for a Commercial Aeronautical Activity Permit to, and receive an approved Commercial Aeronautical Activity Permit from, the Director prior to conducting Activity(ies) not permitted under the Agreement or Permit.

13.4. *Non-Commercial Operators*

13.4.1. A Commercial Aeronautical Activity Permit is not required for Non-Commercial Aeronautical Operators. However, the Operator shall comply with all terms and conditions of any Agreement or Permit with the Board and Regulatory Measures.

14. NON-COMMERCIAL HANGAR OPERATOR

14.1. Introduction

14.1.1. A Non-Commercial Hangar Operator is an person that develops (constructs) and/or owns an Aircraft storage facility for the purpose of storing Aircraft owned, leased, and/or operated by (and under the full and exclusive control of) Operator for Non-Commercial purposes only.

14.1.1.1. Operator shall provide evidence of Aircraft ownership, lease, or operation.

14.1.1.1.1. If the Aircraft is being leased or operated by (under the full and exclusive control of) Operator, Operator shall provide the Director with a copy of the lease or operating agreement.

14.1.1.1.2. The Director will determine if the lease or operating agreement is for Non-Commercial purposes.

14.1.2. No Commercial Activity of any kind shall be permitted on or from the Leased Premises.

14.1.3. Non-Commercial Hangar Operator shall not be permitted to sublease any land or Improvements on the Leased Premises for any purpose.

14.1.4. In addition to the General Requirements set forth in Section 2, each Non-Commercial Hangar Operator at the Airport shall comply with the following Minimum Standards set forth in this Section.

14.2. Leased Premises

14.2.1. Non-Commercial Hangar Operator engaging in this Activity shall have (under Agreement and/or Permit with the Board) adequate land and improvements , Paved Tiedown, facilities, and Vehicle Parking (see Section 2.5) to accommodate all Activities of the Operator, but not less than the following square footages, which are not cumulative:

Facilities	Group I Aircraft	Group II Aircraft	Group III Aircraft
Hangar	1,500 SF	2,500 SF	6,400 SF

14.2.1.1. All required Improvements including facilities, and Vehicle Parking shall be located on Contiguous Land.

14.2.1.2. The development of Hangar(s) shall be limited to the following types of Hangar structures:

14.2.1.2.1. single structures of not less than 2,500 square feet, completely enclosed or

14.2.1.2.2. single structures of not less than 5,000 square feet, sub-divided and configured (although each unit shall not be less than 1,000 square feet) to accommodate individual bays for the storage of Aircraft.

14.3. Ownership Structure

14.3.1. Hangar development may be accomplished by any person, including Associations.

- 14.3.1.1. Association membership shall be contingent upon ownership interest in the Association of a proportionate share of the Non-Commercial Hangar facility which shall consist of not less than one individual Hangar, or an equal portion of the "common" Hangar area which is consistent with the total number of members/shareholders (such area not to be less than 1,000 total square feet).
- 14.3.1.2. All members/shareholders of the Association shall be declared to the Director at the time the application for development and Activity is submitted. Thereafter, the Association and/or each member/shareholder of the Association shall be required to demonstrate ownership (as required herein) as requested by the Director from time to time. Association shall appoint (be represented by) one individual. The Hangar facilities developed and utilized by the Association shall be exclusively for storage of Aircraft owned by the member(s)/shareholder(s) of the Association.
- 14.3.1.3. The Association may not utilize nor cause the Leased Premises to be utilized for speculative development of either the Leased Premises or the Improvements located thereupon.
- 14.3.1.4. Each member/shareholder of the Association shall be responsible and jointly and severally liable with all other members/shareholders for the Association's compliance with these Minimum Standards, and each member/shareholder of the Association shall, upon written request by the Director, provide appropriate written confirmation of membership status or share ownership. All Association members/shareholders declared to the Director in accordance with paragraph 13.4.1.2 hereof shall remain jointly and severally liable to the Airport for the Association's compliance with these Minimum Standards, regardless of whether the membership or ownership of the Association changes, unless a release of the liability of a former Association member is approved in writing by the Board.

14.4. Insurance

- 14.4.1. Operator shall maintain, at a minimum, the coverages and limits of insurance set forth in Attachment A - Minimum Insurance Requirements.

15. NON-COMMERCIAL SELF-FUELING PERMITTEE

15.1. Introduction

- 15.1.1. All entities desirous of Self-Fueling shall be accorded a reasonable opportunity, without unlawful discrimination, to qualify and receive a Non-Commercial Self-Fueling Permit.
 - 15.1.1.1. Those entities that have Agreements granting them the rights to perform Commercial fueling (e.g., FBO) are not required to apply for a Non-Commercial Self-Fueling Permit.
- 15.1.2. This Section sets forth the standards prerequisite to an person desirous of engaging in Non-Commercial Self-Fueling at the Airport. Any person engaging in such Activities shall also be required to comply with Regulatory Measures pertaining to such Activities.
- 15.1.3. In addition to the applicable General Requirements set forth in Section 2, each person conducting Non-Commercial Self-Fueling Activities at the Airport shall comply with the following Minimum Standards set forth in this Section.

15.2. Permit/Approval

- 15.2.1. No person shall engage in Self-Fueling Activities unless a valid Non-Commercial Self-Fueling Permit authorizing such Activity has been obtained from the Director. Such entities shall herein be referred to as “Self-Fueling Permittees”.
- 15.2.2. The Non-Commercial Self-Fueling Permit shall not reduce or limit Self-Fueling Permittee’s obligations with respect to these Self-Fueling standards, which shall be included in the Non-Commercial Self-Fueling Permit by reference.
- 15.2.3. Prior to issuance and subsequently upon request by the Director, Permittee shall provide evidence of ownership or lease of any Aircraft being operated (under the full and exclusive control of) and Fueled by Permittee.

15.3. Reporting

- 15.3.1. Permittee shall maintain records that identify the amount (number of gallons) of: (1) aviation Fuel purchased by the Permittee (by Fuel type), (2) delivered to the Permittee’s Fuel storage facility (also by Fuel type), and (3) delivered (dispensed) to Permittee Aircraft at the Airport.
- 15.3.2. On or before the 10th day of the subsequent month, Permittee shall provide a summary report to the Director identifying the amount (number of gallons) of: (1) aviation Fuel purchased by Permittee (by Fuel type), (2) delivered to the Permittee’s Fuel storage facility (by Fuel type), and (3) delivered to Permittee Aircraft and/or dispensed by Permittee at the Airport. Permittee shall pay the appropriate fees and charges due to the Board at the Airport Administrative Office when invoiced (billed) by the Board.
- 15.3.3. Records (and meters) shall be made available for review (audit) by the Board or its designated representative. In the case of a discrepancy between the amount of Fuel purchased by and/or delivered to the Permittee and the amount of Fuel delivered to Permittee Aircraft and/or dispensed by Permittee at the Airport, Permittee shall promptly pay, in cash, all additional fees and charges due the Board at the Airport Administrative Office, plus annual interest on the unpaid balance at the maximum rate allowable by law from the date originally due

15.4. Fuel Storage

- 15.4.1. Self-Fueling Permittee shall demonstrate that satisfactory arrangements have been made for the storage of Fuel, as follows:
 - 15.4.1.1. Through an authorized FBO at the Airport or
 - 15.4.1.2. In a centrally located Fuel storage area approved by the Director and Airport Emergency Services (AES).
 - 15.4.1.2.1. Operators authorized by the Board shall lease land and construct or install a Fuel storage facility in the centrally located Fuel storage area.
 - 15.4.1.2.2. In no event shall the total storage capacity be less than 10,000 gallons for Jet Fuel or 10,000 gallons for Avgas.
- 15.4.2. Fuel suppliers utilized by Operator must have a current and executed non-exclusive revocable Fuel delivery Permit on file with the Director.
- 15.4.3. Fuel delivered/dispensed by FBO shall meet quality specifications as outlined in ASTM D 1655 (Jet A) and ASTM D 1910 (Avgas). Ensuring the quality of the Fuel is the responsibility of Permittee.

15.5. Fueling Equipment

- 15.5.1. Self-Fueling Permittee shall utilize a single Refueling Vehicle for each type of Fuel to be dispensed with a minimum capacity of 750 gallons. Avgas Refueling Vehicles shall have a maximum capacity of 1,200 gallons and Jet Refueling Vehicles shall have a maximum capacity of 3,000 gallons. All Refueling Vehicles shall be capable of bottom loading.
 - 15.5.1.1. Each Refueling Vehicle and all fueling Equipment shall be equipped and maintained to comply with all applicable Regulatory Measures including, without limitation, those prescribed in Section 3.5.4 of these Minimum Standards.
- 15.5.2. Prior to engaging in Self-Fueling Activities at the Airport which includes transporting Fuel onto the Airport, the Self-Fueling Permittee shall provide the Director with a written (SPCC Plan) that meets Regulatory Measures for aboveground Fuel storage facilities and the Permittee's Activities. An updated copy of the SPCC Plan shall be filed with the Director at least 30 days prior to any changes in operations.
- 15.5.3. Self-Fueling Permittee shall develop and maintain Standard Operating Procedures (SOP) for fueling and shall ensure compliance with standards set forth in FAA AC 00-34A, entitled "Aircraft Ground Handling and Servicing". Permittee's SOP shall include a training plan, Fuel quality assurance procedures and associated, record keeping, and emergency response procedures for Fuel spills and fires. Permittee's SOP shall also address: regular safety inspections, bonding and fire protection, public protection, control of access to Fuel storage facilities and Refueling Vehicles, and marking and labeling of Fuel storage tanks and Refueling Vehicles. Permittee's SOP shall be submitted to the Director not later than 30 days before the Self-Fueling Permittee commences Self-Fueling at the Airport (and it shall be resubmitted anytime changes are planned).

15.6. Limitations

- 15.6.1. Self-Fueling Permittees shall not sell and/or dispense Fuels to Based Aircraft or Transient Aircraft that are not owned, leased, and/or operated by (and

under the full and exclusive control of) Self-Fueling Permittee. Any such selling or dispensing shall be grounds for immediate revocation of the Permit by the Director.

15.6.1.1. Revocation upon first violation will be for a period of one year.

15.6.1.2. Revocation upon a second violation shall be permanent.

15.7. Emergency Public Service

15.7.1. Entities providing an Emergency Public Service (including but not limited to: federal including the National Guard, state, and local entities) are not required to meet the Minimum Standards identified in Section 14.4.1. Further, these entities are not required to meet the Minimum Standards identified in Sections 14.5.1 and 14.5.2 unless Fuel is being delivered to Aircraft by Refueling Vehicles.

15.7.2. Storage and delivery of Fuel for Aircraft operated by Emergency Public Service entities must be approved, in advance, by the Director.

15.7.3. All other Minimum Standards identified in this Section must be adhered to by the person providing Emergency Public Service.

15.8. Insurance

15.8.1. Self-Fueling Permittee shall maintain, at a minimum, the coverages and policy limits set forth in Attachment A – Minimum Insurance Requirements.

16. PRIVATE FLYING CLUB

16.1. Introduction and General Requirements

- 16.1.1. A Private Flying Club is an person that is legally formed as a non-profit person with the State of South Dakota, operates on a non-profit basis (so as not to receive revenues greater than the costs and expenses to operate, maintain, acquire and/or replace Flying Club Aircraft), and restricts membership from the public (i.e., does not advertise or make its membership available to the public).
- 16.1.1.1. Each Private Flying Club member (Owner) must have an ownership interest in Private Flying Club.
- 16.1.1.2. Private Flying Club shall keep on file and available for review by the Director, a complete membership list and investment (ownership) share held by each member including a record of all members (past and present) with full names, addresses, and the date the membership began and ended.
- 16.1.2. Private Flying Club shall file and keep current with the Director:
- 16.1.2.1. Copies of bylaws, articles of incorporation, operating rules, membership agreements, and the location and address of the club's registered office.
- 16.1.2.2. Roster of all officers and directors including home and business addresses and phone numbers.
- 16.1.2.3. Designee responsible for compliance with these Minimum Standards and other Regulatory Measures.
- 16.1.3. Private Flying Clubs shall not be required to meet the Minimum Standards stipulated for Aircraft Rental or Flight Training Operators so long as the Private Flying Club's membership is not available to the public and is not operated for Commercial purposes.
- 16.1.4. No member (Owner) of a Private Flying Club shall receive Compensation for services provided for such Private Flying Club or its members (owners) unless such member (owner) is an authorized Operator with the Board. This does not include the provision of flight instruction relating to Aircraft checkout and/or currency (e.g., biannual flight reviews, instrument proficiency checks, etc.) provided by a Private Flying Club member (on an exclusive basis) to other Private Flying Club members.
- 16.1.5. Private Flying Club Aircraft shall not be used by other than members (owners).
- 16.1.6. No member (owner) shall use Private Flying Club Aircraft in exchange for Compensation. This does not include reimbursement for costs and expenses associated with the use of Private Flying Club Aircraft

17. ATTACHMENT A (MINIMUM INSURANCE REQUIREMENTS)

	*Fixed Base Operator	Aircraft Maintenance Operator	Avionics or Instrument Maintenance Operator	Aircraft Rental or Flight Training Operator	Aircraft Charter or Aircraft Management Operator	Aircraft Sales Operator	Other Commercial Aeronautical Activities	Aircraft Storage Operator	Temporary Specialized Aviation Service Operator	Non-Commercial Hangar Operator	*Self-Serve Fueling Operator	*Non-Commercial Self-Fueling Permittee
COMMERCIAL GENERAL LIABILITY (Combined Single Limit)												
Each Occurrence	\$20,000,000	\$5,000,000 Piston \$10,000,000 Turboprop/Turbine	\$5,000,000 Piston \$10,000,000 Turboprop/Turbine	\$1,000,000	\$1,000,000 Piston \$2,000,000 Turboprop/Turbine	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000	\$1,000,000
VEHICULAR LIABILITY (Combined Single Limit, Each Occurrence)												
Non-Movement Area	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Movement Area	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
HANGAR KEEPER'S LIABILITY (Largest Aircraft Normally Accommodated)												
SE Piston Group I	Each Aircraft	\$15,000,000 Each Aircraft \$20,000,000 Each Occurrence	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000		
	Each Occurrence		\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000		
ME Piston Group I	Each Aircraft		\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000		
	Each Occurrence		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000		
Turboprop Group I	Each Aircraft		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000		
	Each Occurrence		\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000		
Turboprop Group II	Each Aircraft		\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000		
	Each Occurrence		\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000		
Turbojet Group I	Each Aircraft		\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000		
	Each Occurrence		\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000		
Turbojet Group II	Each Aircraft		\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000		
	Each Occurrence		\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000		
Turbojet Group III	Each Aircraft		\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000		
	Each Occurrence	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000			
AIRCRAFT AND PASSENGER LIABILITY (Each Occurrence)												
SE Piston/Group I							\$1,000,000/\$100,000 sub limit per person					
ME Piston/Group I							\$1,000,000/\$100,000 sub limit per person					
Turboprop/Group I & II							\$5,000,000/\$250,000 sub limit per person					
Turbojet/Group I							\$5,000,000/\$250,000 sub limit per person					
Turbojet/Group II				\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000					
Turbojet/Group III				\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000					
Student and Renters				\$500,000								
WORKER'S COMPENSATION		Limits Based Upon Statutory Requirements										
* In addition, Operators/entities engaging in the Activity of Fuel Handling must keep a \$10,000 irrevocable letter or credit or bond on file at the Airport Administrative Office. This letter of credit or bond will act as the Permittee's deductible in the case of a release of petroleum products covered by the South Dakota Petroleum Release Compensation Fund.												

Commercial General Liability to include bodily injury, personal injury, and Property damage for all premises, products and completed operations, unlicensed Vehicles, and contractual liability. Non-licensed Vehicles operated on the Movement Area will require coverage in an amount not less than \$5,000,000 combined single limit per occurrence for bodily injury, personal injury, and Property damage.

Vehicular Liability or Business Automobile Liability to include bodily injury and Property damage for all Vehicles (owned, non-owned, or hired).

Hangar Keeper's Liability to include Property damage for all non-owned Aircraft under the care, custody, and control of the Operator.

Aircraft and Passenger Liability to include bodily injury, Property damage, and passenger injury for all owned, leased, or operated Aircraft.

Student and Renter Liability to include bodily injury, personal injury, and Property damage (excluding Aircraft hull) for students and renters of Aircraft.

SE = Single engine Aircraft.

ME = Multi engine Aircraft.