



City of Rapid City
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General Aviation Minimum Standards

City of Rapid City

Rapid City Regional Airport (RAP)

Effective July 1, 2013



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1. INTRODUCTION

1.1. Purpose

1.1.1. The purpose of these General Aviation Minimum Standards (Minimum Standards) is to encourage, promote, and ensure: (a) the consistent provision of high quality General Aviation products, services, and facilities at the Rapid City Regional Airport (Airport), (b) the development of high quality General Aviation Improvements at the Airport, (c) General Aviation safety and security at the Airport, (d) the economic health of General Aviation Commercial Operators at the Airport, and (e) the orderly development of land and Improvements at the Airport for General Aviation purposes.

1.1.1.1. To this end, all qualified and experienced entities desirous of engaging in General Aviation Aeronautical Activities (Activities) at the Airport shall be accorded a reasonable opportunity, without unjust discrimination, to engage in such Activities, subject to complying with these Minimum Standards.

1.1.2. Aeronautical Activities may be proposed that do not fall within the categories designated herein. In such a case, appropriate minimum standards shall be established by the Rapid City Regional Airport Board (Board) on a case-by-case basis for such Activities and incorporated into Lessee's Agreement or Operator's agreement with a Sublessee.

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 cannot be secured from a FBO, SASOs may: (a) Sublease Improvements (if available) from another SASO, (b) lease Improvements (if available) from the Board, or (c) lease land (if available) from the Board and develop Improvements on such land, subject to submitting an Application to, and receiving the approval of, the Board.

1.2. General Provisions

1.2.1. These Minimum Standards incorporate, by reference, the General Provisions. The terms identified by use of a capital letter in these Minimum Standards are defined in Section 1.2. of the General Provisions.

1.3. Exclusive Rights

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

1.3.1.1. Advisory Circular (AC) 150/5190-6 Exclusive Rights at Federally-Obligated Airports identifies certain exceptions to the general rule which include, but are not limited to, (a) an airport sponsor exercising its proprietary exclusive right, (b) presence of only one entity engaged in a particular Activity (outlined in Section 1.3.1.2.), or (c) restrictions based on space limitations.



- 1.3.1.2. The presence at the Airport of only one Operator engaged in a particular 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 entities who desire to enter into an Agreement with the Board should neither expect nor request that the Board exclude other entities who also desire to engage in the same or similar Activities.
 - 1.3.1.2.1. The opportunity to engage in an Activity shall be made available to those entities complying with the 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 land and Improvements at the Airport and is in the best interests of the City, the Airport and/or the public, as determined by the Board in its sole discretion.
- 1.3.1.3. If the FAA determines that any provision of these Minimum Standards, any provision of any Agreement, or any practice constitutes a grant of a prohibited Exclusive Right, such provision 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/or requirements which must be complied with by any entity desiring to engage 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 requirement, or regarding compliance with such minimum standard or requirement, shall be made by the Board. All entities may exceed the applicable minimum standards or requirements. No entity shall be allowed to engage in General Aviation Aeronautical Activities at the Airport under conditions that do not, in the Board's sole discretion, comply with these Minimum Standards, unless an exemption or variance 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 leasing and/or occupancy of land or Improvements for engaging in General Aviation Aeronautical Activities at the Airport. If an Operator and Non-Commercial Lessee desires, under the terms of an existing Agreement, to change its Aeronautical Activities, the Operator and Non-Commercial Lessee shall comply with these Minimum Standards, unless an exemption or variance has been granted by the Board.



- 1.4.2.1. These Minimum Standards shall not affect any Agreement or amendment thereto properly executed prior to the date of adoption of these Minimum Standards except as provided for in such Agreement, in which case, these Minimum Standards shall apply to the extent permitted by such Agreement.
- 1.4.2.2. These Minimum Standards shall not be deemed to modify any existing Agreement under which an Operator or Non-Commercial Lessee is required to exceed these Minimum Standards nor prohibit the Board from entering into or enforcing an Agreement or amendment thereto that requires an Operator and Non-Commercial Lessee to exceed these Minimum Standards.
- 1.4.3. Notwithstanding circumstances beyond the entity's control, any entity currently engaging in Commercial Activities shall have six months from the date of adoption of these Minimum Standards to comply with these Minimum Standards.
- 1.4.4. If these Minimum Standards are amended after an Operator or Non-Commercial Lessee enters into an Agreement with the Board, entity shall not be required to comply with the amended Minimum Standards until:
 - 1.4.4.1. such time as entity's existing Agreement is amended,
 - 1.4.4.2. the Board approves an assignment to another entity acceptable to the Board, or
 - 1.4.4.3. entity enters into a new Agreement with the Board.



2. GENERAL REQUIREMENTS

2.1. Introduction

2.1.1. Operator or Non-Commercial Lessee engaging in Aeronautical Activities at the Airport shall comply with or exceed the requirements of this Section as well as the minimum standards applicable to Activity(ies), as set forth in subsequent sections of these Minimum Standards.

2.2. Experience/Capability

2.2.1. Operator or Non-Commercial Lessee shall, in the judgment of the Board, demonstrate before and throughout the term of the Agreement, the financial and technical capability of developing and maintaining the required Improvements; procuring and maintaining the required Vehicles, Equipment, and/or Aircraft; employing the required Employees; and engaging in the Activity.

2.2.2. All Operators shall, in the judgment of the Board, demonstrate before and throughout the term of the Agreement, the capability of consistently providing the required General Aviation products, services, and facilities and engaging in the required Activities in a safe, secure, efficient, courteous, prompt, and professional manner in service to and to the benefit of the public.

2.3. Agreement

2.3.1. Operator or Non-Commercial Lessee shall not engage in an Activity without an Agreement with the Board or, if a Sublessee, without a Permit issued by the Board to engage in such Activity at the Airport.

2.3.2. An Agreement shall not reduce or limit entity's obligations with respect to complying with these Minimum Standards.

2.4. Payment of Rents, Fees, and Charges

2.4.1. Operator or Non-Commercial Lessee shall pay the rents, fees, or other charges on time, as specified by the Board for engaging in Activities.

2.4.2. The Board may, at its option, enforce the payment of any rent, fee, or other charge due and owing to the Board by any legal means available to the Board under any Agreement and/or as provided by Regulatory Measures.

2.5. Leased Premises

2.5.1. Operator or Non-Commercial Lessee shall lease or Sublease sufficient Land and/or lease, Sublease, or construct sufficient Improvements for the Activity as required in these Minimum Standards.

2.5.1.1. Improvements shall comply with applicable Regulatory Measures including, but not limited to, zoning, drainage, building and fire codes, setbacks, access, ingress/egress, and Vehicle parking.

2.5.1.2. Construction of any Improvements must be approved in advance by the Board, in accordance with the Board's and the City's requirements, and any Agency having jurisdiction.

2.5.1.3. Leased Premises used for Commercial purposes requiring public access shall have direct Landside access.



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- 2.5.2. Land
 - 2.5.2.1. All required Improvements including, but not limited to, Ramp, Paved Tiedowns, facilities, and Vehicle parking shall be located on Leased Premises.
 - 2.5.2.2. Lessee engaging in any Activity shall have adequate Leased Premises to accommodate all Activities of Lessee and all approved Sublessees.
- 2.5.3. Ramp/Paved Tiedowns
 - 2.5.3.1. Ramp/Paved Tiedowns must be:
 - 2.5.3.1.1. of adequate size and weight bearing capacity to accommodate the movement, staging, and parking of the largest Aircraft currently and/or anticipated to utilize the Leased Premises.
 - 2.5.3.1.2. able to accommodate the Operator's fleet.
 - 2.5.3.2. Ramp/Paved Tiedowns shall be able to accommodate the staging and parking of Aircraft.
- 2.5.4. Vehicle Parking
 - 2.5.4.1. Paved Vehicle parking shall be sufficient, as determined by the Board, to accommodate all Vehicles and Equipment currently utilizing the Leased Premises on a daily basis.
 - 2.5.4.2. Paved Vehicle parking shall be on the Leased Premises and located in close proximity to entity's primary facility.
 - 2.5.4.3. On-street Vehicle parking is not permitted.
- 2.5.5. Hangars
 - 2.5.5.1. Hangars identified throughout these Minimum Standards shall meet the minimum door height and door width (in "feet") requirements identified in the table that follows, unless otherwise stipulated in these Minimum Standards.

	Door Height	Door Width
Single-Engine Piston	12	40
Multi-Engine Piston	18	60
Turboprop	20	60
Turbojet	28	80

- 2.5.5.2. Hangar door heights and door widths may be less than the requirements stipulated in Section 2.5.5.1. if the hangars are single structures of not less than 7,500 square feet, subdivided and configured (although each unit shall not be less than 1,250 square feet) to accommodate individual bays for storage of Single-Engine Piston Aircraft.



2.6. Fuel Storage

- 2.6.1. FBO or Self-Serve Fueling Operator shall:
 - 2.6.1.1. own or lease an above-ground Fuel storage facility at the Airport in a location consistent with the Master Plan, Airport Layout Plan, and/or Land Use Plan and approved by the Board.
 - 2.6.1.2. demonstrate that satisfactory arrangements have been made with a reputable aviation petroleum supplier for the delivery of aviation Fuels in the quantities necessary to meet the requirements set forth herein or the reasonable peak demands of customers.
- 2.6.2. FBO, Self-Serve Fueling Operator, or Non-Commercial Self-Fueling Permittee shall:
 - 2.6.2.1. provide the Board with a written Spill Prevention, Control, and Countermeasures (SPCC) Plan that meets Regulatory Measures for the Fuel storage facilities and Activities. An updated copy of the SPCC Plan shall be filed with the Board at least 30 calendar days prior to any scheduled changes in operations.
 - 2.6.2.2. ensure Fuel suppliers utilized have a current and executed non-exclusive revocable Fuel Delivery Permit on file with the Director.
 - 2.6.2.3. be liable and shall defend, indemnify, save, protect, and hold harmless the Board for all leaks, spills, or other damage that may result through the handling, storage, and/or dispensing of Fuel.
 - 2.6.2.4. ensure Fuel delivered, stored, or dispensed complies with the quality specifications outlined in American Society for Testing and Materials (ASTM) D 1655 (Jet Fuel) and ASTM D 1910 (Avgas). Ensuring the quality of the Fuel is the sole responsibility of FBO, Self-Serve Fueling Operator, or Non-Commercial Self-Fueling Permittee.
 - 2.6.2.5. be equipped and maintained to comply with applicable Regulatory Measures including, without limitation, those prescribed by:
 - 2.6.2.5.1. National Fire Protection Association (NFPA) Codes;
 - 2.6.2.5.2. State of South Dakota;
 - 2.6.2.5.3. County of Pennington;
 - 2.6.2.5.4. City of Rapid City;
 - 2.6.2.5.5. 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials"; and



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- 2.6.2.5.6. applicable Advisory Circulars (ACs) including AC 00-34 "Aircraft Ground Handling and Servicing", AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on an Airport", and AC 150/5230-4A "Aircraft Fuel Storage, Handling, and Dispensing on Airports".

2.7. Fueling Reports

- 2.7.1. On or before the 10th calendar day of the subsequent month, FBO, Self-Serve Fueling Operator, or Non-Commercial Self-Fueling Permittee shall: (a) provide a summary report to the Board identifying the number of gallons of aviation Fuel: (i) purchased by FBO, Self-Serve Fueling Operator, or Non-Commercial Self-Fueling Permittee by Fuel type, (ii) delivered to FBO's, Self-Serve Fueling Operator's, or Non-Commercial Self-Fueling Permittee's Fuel storage facility by Fuel type, and (iii) dispensed by FBO, Self-Serve Fueling Operator, or Non-Commercial Self-Fueling Permittee at the Airport, and (b) pay the appropriate fees due to the Board at the Airport administrative offices.
- 2.7.2. Upon request, records and meters shall be made available for review 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, Self-Serve Fueling Operator, or Non-Commercial Self-Fueling Permittee and the amount of Fuel dispensed, the greater amount shall prevail and the FBO, Self-Serve Fueling Operator, or Non-Commercial Self-Fueling Permittee shall promptly pay all additional fees due and owing the Board at the Airport administrative offices, plus annual interest on the unpaid balance at the maximum rate allowable by law from the date originally due.

2.8. Fueling Equipment

- 2.8.1. Refueling Vehicles and all Fueling Equipment shall be equipped and maintained to comply with applicable Regulatory Measures including, without limitation, those prescribed by:
- 2.8.1.1. National Fire Protection Association (NFPA) Codes;
 - 2.8.1.2. State of South Dakota;
 - 2.8.1.3. County of Pennington;
 - 2.8.1.4. City of Rapid City;
 - 2.8.1.5. 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials"; and
 - 2.8.1.6. Applicable Advisory Circulars (ACs) including AC 00-34 "Aircraft Ground Handling and Servicing", AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on an Airport", and AC 150/5230-4A "Aircraft Fuel Storage, Handling, and Dispensing on Airports".



2.9. Facility Maintenance

- 2.9.1. Operator or Non-Commercial Lessee, at its sole cost and expense, shall:
- 2.9.1.1. maintain the Leased Premises (including all related and associated appurtenances, landscaping, Paved areas, installed Equipment and utility services, oil/water separators, and security improvements) in a clean, neat, orderly, and fully operational condition consistent with best practices and equal or better in appearance and character to other similar Improvements at the Airport, normal wear and tear excepted.
 - 2.9.1.2. provide all necessary cleaning services for the Leased Premises, including janitorial and custodial services, trash removal services, removal of foreign objects/debris, removal of spent oils or other fluids, cleaning of oil/water separators, and any related services necessary to maintain the Improvements in good, clean, neat, orderly, and fully operational condition consistent with best practices, normal wear and tear excepted.
 - 2.9.1.3. replace or in the Board's sole discretion, reimburse the Board for any Property damaged by Operator or Non-Commercial Lessee its activities, Sublessees, customers, employees, visitors, vendors, suppliers, or contractors.

2.10. Products, Services, and Facilities

- 2.10.1. To ensure compliance with the Airport Assurances, Operator shall:
- 2.10.1.1. provide products, services, and facilities on a reasonable, and not unjustly discriminatory, basis to all Airport users.
 - 2.10.1.2. charge reasonable, and not unjustly discriminatory, prices for each product, service, or facility.
 - 2.10.1.2.1. Operator may provide reasonable discounts, rebates, or other similar types of price reductions based on the type, kind, or class of Airport user or the volume purchased.
 - 2.10.1.2.2. Operator shall post its schedule of product, service, and facility pricing in a prominent place readily accessible and/or visible to the general public.
 - 2.10.1.2.3. In the event of a complaint, Operator shall submit a schedule of product, service, and facility pricing to the Board within 10 business days. In addition to identifying the Operator's product, service, and facility pricing, the schedule shall identify any discounts, rebates, or other similar types of price reductions offered by Operator.
- 2.10.2. Operator shall engage in its Activities in a safe, secure, efficient, courteous, prompt, and professional manner consistent with the degree of care and skill exercised by qualified and experienced operators providing similar products, services, and facilities at comparable airports.



2.11. Licenses, Permits, Certifications, and Ratings

- 2.11.1. Operator shall obtain and require employees to obtain, at Operator's or Employee's sole cost and expense, and comply with all necessary licenses, permits, certifications, or ratings required for the conduct of Operator's Activities as required by the Board or any other duly authorized Agency having jurisdiction prior to engaging in any Activity at the Airport.
 - 2.11.1.1. Operator shall keep in effect and post in a prominent place, readily accessible and/or visible to the general public, all necessary or required licenses, permits, certifications, or ratings.
 - 2.11.1.2. Upon request, Operator or its Employees shall provide copies of such licenses, permits, certifications, or ratings to the Board within 10 business days.
- 2.11.2. As required, employees shall be properly certificated by the FAA and/or the Federal Communications Commission, current, and hold the appropriate ratings and medical certification for the Activity, Aircraft, and/or training being provided.
- 2.11.3. Operators, Lessees, or Sublessees engaged in any Activity at the Airport, whether using or occupying Airport land and/or Improvements or otherwise, shall adhere to the practices recommended by the FAA and shall comply with all Safety Management Systems (SMS) regulations or directives issued by the Board.

2.12. Employees

- 2.12.1. Operator shall employ a qualified, experienced, and professional on-site manager who shall be fully responsible for the day-to-day management of Operator's Activities.
 - 2.12.1.1. The person managing Operator's Activities shall have experience managing comparable Activities/businesses.
 - 2.12.1.2. Operator shall give due consideration to written notification from the Board of the Board's dissatisfaction with the on-site manager's performance and shall take all reasonable action to eliminate the cause of such dissatisfaction which may include replacement of the on-site manager.
- 2.12.2. During Operator's hours of Activities, a qualified, experienced, and professional on-site supervisor shall be Readily Available and authorized to represent and act for and on behalf of Operator with respect to Operator's Activities.
- 2.12.3. Operator shall have in its employ, on duty, and immediately available during hours of Activity, properly trained and qualified employees in such numbers as are required to comply with these Minimum Standards and to meet the reasonable demands of customers for each Activity being conducted by Operator.



- 2.12.4. Operator shall control the conduct, demeanor, and appearance of Operator's employees. It shall be the responsibility of Operator to maintain close supervision over its employees to ensure high quality products, services, and facilities are consistently provided in a safe, secure, efficient, courteous, prompt, and professional manner.

2.13. Aircraft, Equipment, and Vehicles

- 2.13.1. Operator required Aircraft, Equipment, and Vehicles must be fully operational, in compliance with applicable Regulatory Measures, and available at all times and capable of providing all required products and services in a manner consistent with the intended use.
- 2.13.1.1. Aircraft, Equipment, and Vehicles may be unavailable, from time to time, on a temporary basis, for a reasonable period of time, due to routine or emergency maintenance as long as:
- 2.13.1.1.1. appropriate measures are being taken to return the Aircraft, Equipment, or Vehicle to service as soon as possible and
 - 2.13.1.1.2. one of the required Aircraft, Equipment, and/or Vehicle is available and fully operational at all times.

2.14. Hours of Activity

- 2.14.1. Operator hours of activity and contact information for after hours service shall be clearly posted in public view using appropriate and professional signage.
- 2.14.2. Unless otherwise stated in these Minimum Standards, Operator's services shall be continuously offered and available to meet reasonable demand of customers for the Activity eight hours per day between the hours of 6:00 a.m. to 6:00 p.m. Monday through Friday.
- 2.14.3. Unless otherwise stated in these Minimum Standards, Operator's services shall be available all other times (after hours), on-call, with response time not to exceed one hour.

2.15. Security

- 2.15.1. Operator or Non-Commercial Lessee shall fully comply with the Airport Security Program (ASP).
- 2.15.2. Operator or Non-Commercial Lessee 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.
- 2.15.3. Operator or Non-Commercial Lessee must comply with the applicable reporting requirements established by the Board, the City, FAA, DHS, TSA, and any other Agencies.
- 2.15.4. Fencing, doors, gates, lighting, and locks which are part of the Leased Premises or have been installed by the Operator or Non-Commercial Lessee must be maintained by the Operator or Non-Commercial Lessee and kept in working condition at all times. Perimeter fencing and associated doors, gates, lighting, and locks will be maintained by the Board.



2.16. Insurance

- 2.16.1. Operator or Non-Commercial Lessee shall procure, maintain, and pay all premiums throughout the term of Agreement for the applicable insurance coverages and amounts required by Regulatory Measures and 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 authorized to write such insurance in the State of South Dakota (with a Best rating of A-7 or above) or be approved in writing by the Board.
- 2.16.1.1. When coverages and/or the amounts set forth in Attachment A (Minimum Insurance Requirements) are not commercially available, appropriate replacement coverages and/or amounts must be approved in writing at least 60 calendar days in advance by the Board.
- 2.16.1.2. The Board reserves the right to require more or different types of insurance coverage based on entity's individual risks or exposures.
- 2.16.2. When Operator or Non-Commercial Lessee engages in more than one Activity, the minimum coverages and amounts 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.
- 2.16.2.1. While it may not be necessary for Operator or Non-Commercial Lessee to procure and maintain insurance for the combined total of the minimum requirements of each Activity, Operator or Non-Commercial Lessee 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.
- 2.16.3. All insurance, which Operator or Non-Commercial Lessee is required to carry and keep in full force and effect, shall name the City and the Rapid City Regional Airport Board, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers as additional insured.
- 2.16.4. Liability policies shall contain, or be endorsed to contain, the following provisions.
- 2.16.4.1. "City of Rapid City and the Rapid City Regional Airport Board, individually and collectively, and its 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 entity; premises owned, leased, occupied, or used by entity; or vehicles, equipment, or aircraft owned, leased, hired, borrowed, or operated by entity. Such insurance shall provide primary coverage and shall not seek any contribution from any insurance or self-insurance carried by Agent or the City of Rapid City."



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- 2.16.4.2. "Such insurance, as to the interest of the City only, shall not be invalidated by any act or neglect or breach of contract of entity. Any failure to comply with reporting or other provisions of the policies, including any breach of warranty, shall not affect coverage provided to City of Rapid City and the Rapid City Regional Airport Board, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers. Entity'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."
- 2.16.4.3. "Coverage shall not be suspended, voided, or cancelled by either party or reduced in coverage or in limits except after 30 calendar days prior written notice, 10 business days prior written notice for cancellation for non-payment of premium, by certified mail, return receipt requested, has been given to Board."
- 2.16.5. Companies issuing the insurance policy or policies shall have no recourse against the City or Board for payment of premiums or assessments for any deductibles that are the sole responsibility and risk of the Operator or Non-Commercial Lessee.
- 2.16.6. Certificates of Insurance for the insurance coverages required by Regulatory Measures and set forth in these Minimum Standards for each Activity shall be delivered to the Board upon execution of any Agreement, or when approval is given by the Board to conduct any Activity at the Airport. Thereafter, Operator or Non-Commercial Lessee shall provide Certificates of Insurance to the Board every 12 months. In addition, Operator or Non-Commercial Lessee shall furnish additional Certificates of Insurance 30 calendar days prior to any changes in coverages.
- 2.16.6.1. The Board's failure to obtain from the Operator a Certificate of Insurance conforming to the foregoing requirements shall not be deemed a waiver of any of the foregoing requirements. This paragraph shall in no way limit the provisions of the indemnity section.
- 2.16.7. The coverages and amounts stipulated herein for each Activity represent the minimum coverages and amounts that shall be maintained by Operator or Non-Commercial Lessee, at all times, to engage in Activities at the Airport. Operator and Non-Commercial Lessee are encouraged to secure higher amounts.
- 2.16.7.1. The Board's approval or acceptance of Certificates of Insurance does not constitute Board assumption of responsibility for the validity of any insurance policies nor does the Board represent that the coverages and limits described in these Minimum Standards are adequate to protect the Operator, and assumes no liability therefore. The Operator will hold the Board harmless from any liability, including additional premium due, because of the Operator's failure to maintain the coverage limits required.



- 2.16.8. Any self-insured Operator or Non-Commercial Lessee shall furnish evidence of such self-insurance and shall defend, indemnify, save, protect, and hold harmless the Board in the event of any claims or litigation arising out of the Activities at the Airport. Such evidence shall be reviewed and approved in writing by the Board.
- 2.16.9. Operator or Non-Commercial Lessee 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, tornado, 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 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, in advance, by the Board.
- 2.16.10. Operator or Non-Commercial Lessee with known environmental contamination exposures shall be required to secure appropriate environmental liability insurance with coverage amounts appropriate for the type and level of environmental contamination exposure risk, as determined by the Board.

2.17. Indemnification and Hold Harmless

- 2.17.1. Operator or Non-Commercial Lessee shall defend, indemnify, save, protect, and hold harmless the City and the Board, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers from and against (and reimburse the Board for) any and all actual or alleged claims, demands, damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), fines, environmental costs, and/or penalties (collectively referred to as costs) which may imposed upon, claimed against or incurred or suffered by the Board and which, in whole or in part, directly or indirectly, arise from or are in any way connected with any of the following, except to the extent resulting from the City's or the Board's negligence or willful misconduct: (a) any act, omission, or negligence of entity or entity's partners, officers, directors, agents, employees, invitees, or contractors, (b) any use or occupation, management or control of the Leased Premises by entity, whether or not due to entity or entity's own act or omission, (c) any condition created in or about the Leased Premises after the effective date, and (d) any breach, violation, or nonperformance of the entity or the entity's obligations under any Agreement.
- 2.17.1.1. In the event a party indemnified hereunder is responsible, in part, 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 the State of South Dakota's principles of comparative fault.



GENERAL REQUIREMENTS

- 2.17.2. In the event of an environmental law violation or an environmental contaminating incident or accident caused by Operator or Non-Commercial Lessee, its employees, its vendors, its suppliers, its contractors, or any other entity associated with Operator or Non-Commercial Lessee or in the event any of these entities violates any environmental law, the following shall apply.
- 2.17.2.1. Operator, Non-Commercial Lessee, or entity shall accept total responsibility and defend, indemnify, save, protect, and hold harmless the Board, individually and collectively, and its representatives, officers, officials, employees, agents and volunteers.
- 2.17.3. Nothing herein shall constitute a waiver of any protection available to the City and the Board, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers under the State of South Dakota's governmental immunity act or similar statutory provision.

2.18. Enforcement

- 2.18.1. In the event an entity fails to comply with these Minimum Standards, the Board shall send a written statement of violation to such entity at its last known address. The entity shall have 10 business days within which to (a) provide a statement to the Board explaining why the violation occurred and to advise the Board that the violation has been corrected or (b) when and how the violation will be corrected. The Board, in its sole discretion, has the right to suspend the entity's operations and/or revoke the entity's privileges at the Airport, as the Board deems necessary in order to obtain a correction of the violation. In addition, any such violations shall be considered any time the entity submits an application, seeks permission, or requests approval from the Board. The entity shall pay for any costs incurred by the Board, including but not limited to, attorney fees, expert witness fees, court costs, and other legal costs, etc.

2.19. Taxes

- 2.19.1. Operator or Non-Commercial Lessee 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, relating to the Activities conducted at the Airport.

2.20. Multiple Activities

- 2.20.1. When more than one Activity is conducted by an Operator at the Airport, the minimum standards or requirements shall be established by the Board.
- 2.20.2. The minimum standards or requirements for combined Activities shall not be:
- 2.20.2.1. less than the highest standard or requirement for each element (e.g., land, facilities, etc.) within the combined Activities, or
- 2.20.2.2. greater than the cumulative standards or requirements for all of the combined Activities.



3. FIXED BASE OPERATOR

3.1. Introduction

3.1.1. A Fixed Base Operator (FBO) is a Commercial Operator engaged in the sale of products and services and the renting or subleasing of facilities including, at a minimum, the following Activities:

Activities	
Aviation Fuels and Aircraft lubricants	Yes
Ground services, support, and amenities	Yes
Aircraft storage	
Ramp/tiedown	Yes
Hangar	Yes
Aircraft Maintenance ¹	Yes
Aircraft rental and flight training ¹	Yes

3.1.2. In addition to the General Requirements set forth in Section 2, each FBO at the Airport shall comply with the following minimum standards set forth in Section 3.

3.2. Scope of Activity

3.2.1. Unless otherwise stated in these Minimum Standards, all required products and services shall be provided by FBO's Employees using the FBO's Aircraft, Vehicles, Equipment, and resources.

3.2.2. FBO's products and services shall include the following.

3.2.2.1. Aviation Fuels and Aircraft lubricants:

3.2.2.1.1. FBO shall deliver and dispense, upon request, the following Aviation Fuel and Aircraft lubricants into all General Aviation Aircraft and shall be able to deliver and dispense, upon request, into all Air Carrier, government, and military Aircraft using the Airport.

Aviation Fuels and Lubricants	
Jet Fuel	Yes
Avgas	Yes
Lubricants	Yes
Response time (minutes) ²	15

¹ FBO shall meet these requirements if these services are not provided by an authorized Operator who meets the applicable Minimum Standards for the Activity and operates at the Airport.

² From time of customers' request during required hours of activities, except in circumstances or situations beyond the control of the FBO.



3.2.2.1.2. FBO shall develop and maintain Standard Operating Procedures (SOP) for Aircraft Fueling and ground handling and shall ensure compliance with standards set forth in 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: (a) regular safety and security inspections, (b) bonding and fire protection, (c) public protection, and (d) marking and labeling of (and controlling access to) Refueling Vehicles, Fueling Equipment, and Fuel storage facilities. FBO's SOP shall be submitted to the Board no later than 30 calendar days before the FBO's Activities are scheduled to commence and it shall be resubmitted any time changes are planned.

3.2.2.2. Passenger, crew, and Aircraft ground services, support, and amenities shall be provided, as identified in the following table:

Ground Services, Support, and Amenities	
Aircraft marshalling	Yes
Aircraft parking and tiedown	Yes
Aircraft towing	Yes
Oxygen services ¹	Yes
Nitrogen services ¹	Yes
Compressed air services	Yes
Lavatory services	Yes
Aircraft ground power (Direct Current or DC)	Yes
Baggage handling and related services	Yes
Courtesy transportation ²	Yes
Ground transportation arrangements ³	Yes
Accommodation arrangements	Yes
Aircraft catering arrangements	Yes
Aircraft charter arrangements	Yes

3.2.2.3. Aircraft Storage

3.2.2.3.1. 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 at the Airport.

¹ Service to be provided by FBO or in compliance with Section 3.2.2.4.4.

² Utilizing FBO's Vehicles for passenger, crew, and baggage, as necessary and/or appropriate.

³ Crew and passenger transportation arrangements (e.g., limousine, shuttle, rental car, and/or taxi).



3.2.2.4. Aircraft Maintenance

3.2.2.4.1. FBO shall provide Aircraft Maintenance in accordance with Section 5 of these Minimum Standards for the following General Aviation Aircraft:

Customers Served	
Fixed wing: Piston (single-engine and multi-engine)	Yes
Fixed wing: Turboprop	Yes
Fixed wing: Turbojet ¹	Line Only ²
Part 145 Repair Station	No

3.2.2.4.2. FBO shall be able to provide Aircraft Line Maintenance for all Air Carrier Aircraft utilizing the Airport.

3.2.2.4.3. FBO shall be able to provide wheel, brake, and battery service.

3.2.2.4.4. FBO shall meet these requirements if this service is not provided by an authorized Operator who meets the minimum standards for Aircraft Maintenance Operator and operates at the Airport.

3.2.2.5. Aircraft Rental and Flight Training

3.2.2.5.1. FBO shall provide Aircraft rental and Flight Training in accordance with Section 7 of these Minimum Standards if these services are not provided by an authorized Aircraft Rental Operator and/or Flight Training Operator at the Airport.

3.3. Leased Premises

3.3.1. FBO shall have adequate land and Improvements to accommodate all Activities of the FBO and all approved Sublessees, but not less than the following:

¹ General Aviation Aircraft up to Group III Turbojet Aircraft not exceeding 100,000 pounds maximum gross takeoff weight.

² See definition of Aircraft Line Maintenance.



3.3.1.1. Land and Ramp consisting of the following:

Land and Ramp (square feet)	
Land (excluding Ramp)	217,800
Ramp ¹	87,120
Paved Tiedowns ²	8

3.3.1.2. Facilities consisting of the following:

Facilities (square feet)	
Terminal Building (total)	4,000
Customer area	2,000
Administrative area ³	500
Rental (leasable) office area ⁴	500
Aircraft Maintenance (total)	8,000
Customer area ⁵	Immediate access
Maintenance area ⁶	500
Maintenance Hangar ⁷	7,500
Maintenance Hangar door height/width	28'/110'
Aircraft storage (community Hangar ⁷ total)	15,000
Door height/width	28'/110'

3.3.1.3. Terminal Building shall include the following:

Terminal Building	
Customer area	
Passenger lounge	Yes
Flight planning room	Yes
Vending	Yes
Conference room	Yes
Public use telephones and restrooms	Yes
Crew lounge	Yes

¹ If Ramp is owned, leased, or managed by the FBO, Ramp shall be associated with (and located immediately adjacent to the) the FBO Terminal Building.

² Adequate to accommodate the number, type, and size of Based Aircraft and Transient Aircraft requiring Tiedown space. Airport common area Tiedowns may be used to meet this requirement.

³ Administrative area shall include adequate space for Employee offices, work areas, and storage and may, with prior written approval from the City, be located in other facilities located on the FBO's Leased Premises.

⁴ Rental (leasable) office area shall be available to accommodate offices, work areas, and storage for Sublessees.

⁵ Customers shall have immediate access to FBO's customer lounge, public use telephones, and restrooms. If immediate access is not available, customer area shall be at least 250 square feet to include adequate space for customer lounge, public use telephones, and restrooms.

⁶ Maintenance area shall include adequate space for Employee work areas, shop areas, and storage for Aircraft parts and equipment.

⁷ Clear span (on a standalone basis or within another structure) and completely enclosed.



3.4. Fuel Storage

3.4.1. Fuel storage facility shall have total capacity for three days peak supply (excluding special events) of aviation Fuel for Aircraft being serviced by FBO. In no event shall the total storage capacity be less than:

Fuel Storage Facility	
Jet Fuel	
Minimum total capacity (gallons) ¹	20,000
Avgas	
Minimum total capacity (gallons) ¹	10,000

3.4.1.1. FBO shall have adequate and proper storage for waste Fuel or test samples.

3.4.1.2. FBO shall be capable of expanding its Fuel storage facility capacity within a reasonable time period.

3.5. Fueling Equipment

3.5.1. FBO shall have the following Refueling Vehicles and associated capacities:

Fueling Equipment	
Jet Fuel	
Refueling Vehicle(s)	2
Capacity of 1 st Refueling Vehicle (gallons)	5,000
Capacity of 2 nd Refueling Vehicle (gallons)	2,000
Avgas	
Refueling Vehicle(s)	2 ²
Capacity of Refueling Vehicle (gallons)	750
Fixed self-serve Fueling system	Optional

3.5.1.1. A fixed Avgas self-serve Fueling system can be substituted for one Avgas Refueling Vehicle. If so, the system shall: (a) be constructed or installed in a location specified and approved by the Board, (b) be available and maintained by FBO for public Commercial use, and (c) have detailed and readily accessible instructions for the proper and safe operation of the system and a fully operational and readily accessible telephone, emergency shut-off, properly rated fire extinguisher, and Fuel spill kit.

¹ Unless FBO has a backup fuel storage tank for each type of Fuel, a backup Fuel storage tank for each type of Fuel must be readily available through written agreement with a separate fuel provider at the Airport (a copy of which must be provided to the City).

² FBO may have only one Avgas Refueling Vehicle if FBO has a written agreement with a separate FBO (a copy of which must be provided to the City) at times when FBO's Avgas Refueling Vehicle is unavailable or unable to meet the required response time.



3.5.2. Refueling Vehicles shall be equipped with metering devices that meet applicable 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.

3.6. Ground Support and Service Equipment

3.6.1. FBO shall have the following Equipment:

Ground Support and Service Equipment	
Oxygen cart(s) ¹	1
Nitrogen cart(s) ¹	1
Compressed air unit(s)	1
Lavatory service cart(s)	1
Ramp transportation Vehicle(s) ²	1
Courtesy Vehicle(s) ³	1
Minimum number of passengers	7
Crew Car(s) ⁴	1
Aircraft towing Vehicle(s) ⁵	2
Tow bars/heads	As required
Aircraft ground power (DC)	2
Deicing units	1
Preheat units	1
Equipment for securing Aircraft on the Ramp ⁶	Yes
Spill kits ⁷	1
Dry chemical fire extinguisher units ⁸	As required
Aircraft Maintenance Equipment ⁹	As required

¹ Equipment to be provided by FBO or in compliance with Section 3.2.2.4.4.
² To be utilized (by FBO) for transportation of passengers, crew, and baggage to and from destinations on the Ramp to the FBO Terminal Building and/or Vehicle parking area(s).
³ To be utilized (by FBO) for transportation of passengers, crew, and baggage to and from destinations on the Airport to local area hotels and restaurants.
⁴ To be utilized (by crew members) for transportation of passengers, crew, and baggage to and from destinations on the Airport to local area hotels and restaurants.
⁵ At least one having a rated draw bar capacity sufficient to meet the towing requirements of the heaviest General Aviation Aircraft normally frequenting the Airport.
⁶ Including ropes, chains, and/or other types of Aircraft restraining devices and wheel chocks which are required to safely secure Aircraft as described in AC 20-35C.
⁷ Including necessary Equipment and materials to contain and restrict a Fuel spill and restrict Fuel or other Hazardous Materials from flowing into drains and other areas, in compliance with the Operator's SPCC Plan.
⁸ Approved and regularly inspected dry chemical fire extinguisher units shall be maintained within all Hangars, on all Ramp areas, at all Fuel storage facilities, and on all ground handling and Refueling Vehicles and Equipment.
⁹ Reasonably necessary for the proper performance in accordance with applicable FAA regulations and manufacturer's specifications.



3.7. Hours of Activity

3.7.1. Aircraft Fueling, parking, and passenger, crew, and Aircraft ground services, support, and amenities shall be continuously offered and available to meet reasonable demands of customers for this Activity as follows:

Hours of Activity	
Hours	24 hours per day
Days per week	7
Holidays	Yes

3.7.2. FBO (or authorized Aircraft Maintenance Operator) shall be open and services shall be continuously offered and available to meet reasonable demands of the public for this Activity as outlined in Section 5.

3.7.3. FBO (or authorized Aircraft Rental and Flight Training Operator) shall be open and services shall be continuously offered and available to meet reasonable demands of the public for this Activity as outlined in Section 7.

3.8. Employees

3.8.1. Employees, while on duty, shall be clean, neat in appearance, and at all times, properly uniformed. Uniforms shall identify the name of the FBO.

3.8.1.1. Management and administrative employees shall not be required to be uniformed.

3.8.2. FBO shall have properly trained and qualified Employees to provide Aircraft Fueling, parking, and ground services and support, as follows:

Employees	
Line service technician(s) ¹	
During Hours of Activity	2
Customer Service Representative(s)	
During Hours of Activity	1 ²

3.8.3. FBO (or authorized Aircraft Maintenance Operator) shall comply with the Aircraft Maintenance employee requirements identified in Section 5.

3.8.4. FBO (or authorized Aircraft Rental and Flight Training Operator) shall comply with the Aircraft Rental and Flight Training employee requirements identified in Section 7.

3.9. Licenses and Certification

3.9.1. FBO shall comply with the Licenses and Certification requirements for Aircraft Maintenance as identified in Section 2.11.

¹ FBO shall have at least one supervisory line service technician (FBO Employee) trained in an FAA approved fire safety program (14 CFR Part 139.321).

² A line service technician may fulfill the responsibilities of the customer service representative unless the line service technician is performing duties off the Leased Premises.



3.10. Aircraft Removal

3.10.1. Recognizing that Aircraft removal is the responsibility of the Aircraft Owner or Aircraft Operator, FBO shall be prepared to lend assistance within 30 minutes from the time a request is made by the Board or the Aircraft Owner or Aircraft Operator in order to maintain the operational readiness of the Airport. FBO shall prepare an Aircraft removal plan, have at least one Movement Area qualified Employee on duty at all times, and have the Equipment Readily Available which is necessary to remove the General Aviation Aircraft frequenting the Airport.



SELF-SERVE FUELING OPERATOR (SASO)

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 Avgas through a fixed self-service Fueling station. This type of Operator 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 Section 4.

4.2. Scope of Activity

4.2.1. Operator shall only sell Fuel to General Aviation Aircraft (and Fuel shall only be obtained by the General Aviation aircraft owner/operator) through the Operator's fixed self-service fueling station.

4.3. Leased Premises

4.3.1. Operator shall have adequate land and Improvements to accommodate all Activities of the Operator, but not less than the following.

4.3.1.1. Land and Ramp consisting of the following:

Land and Ramp (square feet)	
Land (excluding Ramp)	21,780
Paved Tiedowns ¹	8

4.3.1.2. Facilities consisting of the following:

Facilities (square feet)	
Terminal Building (total)	1,000

4.3.1.3. Terminal Building shall include the following:

Terminal Building	
Customer area	
Passenger lounge	Yes
Flight planning room	Yes
Vending	Yes
Public use telephones and restrooms	Yes
Crew lounge	Yes

4.4. Fuel Storage

4.4.1. Fuel storage facility shall have total capacity for three days peak supply (excluding special events) of the type of aviation Fuel being sold by the Operator. In no event shall the total storage capacity be less than:

¹ Adequate to accommodate the number, type, and size of Based Aircraft and Transient Aircraft requiring Tiedown space. Airport common area Tiedowns may be utilized to meet this requirement.



SELF-SERVE FUELING OPERATOR (SASO)

Fuel Storage Facility	
Jet Fuel	
Minimum total capacity (gallons) ¹	10,000
Avgas	
Minimum total capacity (gallons)	10,000

- 4.4.1.1. Operator shall have adequate and proper storage for waste Fuel or test samples.
- 4.4.1.2. Operator shall be capable of expanding its Fuel storage facility capacity within a reasonable time period.

4.5. Fueling Equipment

- 4.5.1. The fixed 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 meeting Regulatory Measures.

4.6. Ground Support and Service Equipment

- 4.6.1. Operator shall have the following Equipment:

Ground Support and Service Equipment	
Equipment for securing Aircraft on the Ramp ²	Yes
Spill kits ³	1
Dry chemical fire extinguisher units ⁴	As required

4.7. Hours of Activity

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

¹ Unless Operator has a backup fuel storage tank for each type of Fuel, a backup Fuel storage tank for each type of Fuel must be readily available through written agreement with a separate fuel provider at the Airport (a copy of which must be provided to the City).

² Including ropes, chains, and/or other types of Aircraft restraining devices and wheel chocks which are required to safely secure Aircraft as described in AC 20-35C.

³ Including necessary Equipment and materials to contain and restrict a Fuel spill and restrict Fuel or other Hazardous Materials from flowing into drains and other areas, in compliance with the Operator's SPCC Plan.

⁴ Approved and regularly inspected dry chemical fire extinguisher units shall be maintained within all Hangars, on all Ramp areas, at all Fuel storage facilities, and on all ground handling and Refueling Vehicles and Equipment.



AIRCRAFT MAINTENANCE OPERATOR (SASO)

5. AIRCRAFT MAINTENANCE OPERATOR (SASO)

5.1. Introduction

- 5.1.1. An Aircraft Maintenance Operator is a Commercial Operator engaged in providing Aircraft Maintenance at the Airport for Aircraft other than those owned, leased, and/or operated by (under the full and exclusive control of) Operator at the Airport.
- 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 Section 5.

5.2. Leased Premises

- 5.2.1. Operator engaging in this Activity shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessees, but not less than the following, which are not cumulative.

Leased Premises (square feet)	
Land (Lessee only)	
Single-engine piston	21,780
Multi-engine piston	32,670
Turboprop	43,560
Turbojet	43,560
Customer area ¹	
Lessee	250
Sublessee	Immediate access
Administrative area ²	
	As needed
Maintenance area ³	
Single-engine piston	500
Multi-engine piston	640
Turboprop	750
Turbojet	1,000
Hangar ⁴	
Single-engine piston	3,600
Multi-engine piston	6,400
Turboprop	7,500
Turbojet	10,000

N/A = not applicable

¹ Customer area shall include adequate space for customer lounge, public use telephone, and restrooms.

² Administrative area shall include adequate and dedicated space for employee offices, work areas, and storage.

³ Maintenance area shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts, accessories, related components, and Equipment.

⁴ Hangar area shall be at least equal to the square footage stipulated for the type of service being provided (as identified above) or large enough to accommodate the largest Aircraft being serviced, whichever is greater.



AIRCRAFT MAINTENANCE OPERATOR (SASO)

5.3. Employees

5.3.1. If Operator is not certificated as a Repair Station (as defined by 14 CFR Part 145), Operator shall, at a minimum, employ the following number of Employees who shall be available during the required hours of activity as follows:

Employees	
A & P Mechanic(s)	1
Customer Service Representative(s) ¹	1

5.3.2. If Operator is not certificated as a Repair Station (as defined in 14 CFR Part 145) and is providing annual or phase inspections, one A & P Mechanic shall have Inspection Authorization (IA).

5.4. Equipment

5.4.1. Operator shall have all reasonably necessary Equipment for the proper performance of services being provided in accordance with the manufacturer's specifications and applicable FAA regulations.

5.5. Defueling

5.5.1. An Aircraft Maintenance Operator may defuel Aircraft if necessary for aircraft maintenance purposes only. Additionally, an Aircraft Maintenance Operator may refuel the defueled Aircraft following provision of required aircraft maintenance. Defueling and refueling shall not be construed to permit an Aircraft Maintenance Operator to engage in the sale of aviation Fuels as this Activity is specifically reserved for a FBO (Section 3) or a Self-Service Fueling Operator (Section 4).

5.5.2. Aircraft Maintenance Operator conducting defueling and refueling of defueled Aircraft shall have adequate and proper fuel storage, provide the Board with a SPCC Plan for defueling, refueling, and fuel storage, and conform with Section 2.6.2.4., Section 2.7., and Section 2.8.

5.5.2.1. If the gallons defueled from an Aircraft are equal to the gallons refueled in the Aircraft, compliance with Section 2.7.1. is not applicable.

¹ An A & P Mechanic may fulfill the responsibilities of the customer service representative unless the A & P Mechanic is performing duties off the Leased Premises.



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) for Aircraft other than those owned, leased, and/or operated by (under the full and exclusive control of) Operator at the Airport.

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 Section 6.

6.2. Leased Premises

6.2.1. Operator engaging in this Activity shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessees, but not less than the following, which are not cumulative.

6.2.1.1. For Operators performing benchwork only (i.e., no removal or replacement services are being performed), the minimum facility requirements are as follows.

Table with 2 columns: Leased premises (square feet) and values. Rows include Land (Lessee only) 10,890, Customer area 1 (Lessee 250, Sublessee Immediate access), Administrative area 2 As needed, and Maintenance area 3 250.

N/A = not applicable

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.

Table with 2 columns: Leased premises (square feet) and values. Rows include Land (Lessee only), Single-engine piston 21,780, Multi-engine piston 32,670, Turboprop 32,670, Turbojet 32,670, and Customer area 1.

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

2 Administrative area shall include adequate and dedicated space for Employee offices, work areas, and storage.

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



AVIONICS OR INSTRUMENT MAINTENANCE OPERATOR (SASO)

Leased premises (square feet)	
Lessee	250
Sublessee	Immediate access
Administrative area ²	As needed
Maintenance area ³	
Single-engine piston	500
Multi-engine piston	650
Turboprop	750
Turbojet	1,000
Hangar ⁴	
Single-engine piston	3,600
Multi-engine piston	6,400
Turboprop	7,500
Turbojet	10,000

N/A = not applicable

6.3. Licenses and Certifications

- 6.3.1. Operator shall be properly certificated by the FAA as a Repair Station, as defined by 14 CFR Part 145.
- 6.3.2. Employees shall be properly certificated by the FAA and the Federal Communications Commission, current, and hold the appropriate ratings for the work being performed.

6.4. Employees

- 6.4.1. At a minimum, Operator shall employ the number of Employees as required by 14 CFR Part 145.

6.5. Equipment

- 6.5.1. Operator shall provide sufficient shop space, Equipment, supplies, and availability of parts as defined by 14 CFR Part 145.

¹ Customer area (for a Lessee) shall include adequate space for (or in the case of a Sublessee, immediate access to) customer lounge, public use telephone, and restrooms.

² Administrative area shall include adequate and dedicated space for Employee offices, work areas, and storage.

³ Maintenance area shall include adequate and dedicated space for Employee work areas, shop areas, and storage for Aircraft parts and Equipment.

⁴ Hangar shall be at least equal to the square footage stipulated for the type of service being provided (as identified above) or large enough to accommodate the largest Aircraft being serviced, whichever is greater.



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 at the Airport.

7.1.2. A Flight Training Operator is a Commercial Operator engaged in providing flight instruction to the public at the Airport.

7.1.2.1. A person holding a current FAA Certified Flight Instructor certificate, who provides occasional Flight Training to an Aircraft Owner in the Owner's Aircraft and is not compensated by the Aircraft Owner or any other party and does not make Flight Training available to the public, shall not be deemed a Commercial Activity.

7.1.2.2. A person holding a current FAA Pilot Examiner designation, who solely conducts FAA practical tests at the Airport and does not conduct additional Flight Training available to the public at the Airport, is not required to meet the minimum standards for a Flight Training Operator.

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 Section 7.

7.2. Leased Premises

7.2.1. Operator engaging in this Activity shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessee(s), but not less than the following, which are not cumulative.

Leased Premises (square feet)	
Land (Lessee only)	21,780
Customer area	
Lessee ¹	250
Sublessee ²	100
Administrative area ³	As needed
Maintenance Area (Self-Maintenance only) ⁴	500
Hangar (Self-Maintenance only) ⁵	3,600

¹ Customer area shall include adequate space for customer lounge, class/training rooms, public use telephone, and restrooms.

² Customer area shall include adequate space for class/training rooms and immediate access to customer lounge, public use telephone, and restrooms.

³ Administrative area shall include adequate and dedicated space for Employee offices, work areas, and storage.

⁴ Maintenance area shall include adequate and dedicated space for Employee work areas, shop areas, and storage for Aircraft parts and Equipment.

⁵ Hangar shall be at least equal to the square footage stipulated (as identified above) or large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by the Operator, whichever is greater.



7.2.1.1. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall comply with the minimum standards for an Aircraft Maintenance Operator.

7.3. Licenses and Certifications

7.3.1. Employees performing Aircraft proficiency checks and/or Flight Training shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certifications for the Aircraft being utilized and/or Flight Training being provided.

7.3.1.1. 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 commercial pilot and instrument rating.

7.4. Employees

7.4.1. At a minimum, Operator shall employ the following number of Employees who shall be available during required hours of activity.

Employees	
Aircraft Rental Operator	
Employee(s)	1
Customer Service Representative(s) ¹	1
Flight Training Operator	
Flight Instructor(s)	1
Certificated ground school instructor(s) ²	1
Customer Service Representative(s) ³	1

7.5. Equipment

7.5.1. Operator shall have the following number of properly certified and airworthy Aircraft available for rental or use in Flight Training, as applicable. All Aircraft shall be owned or leased by Operator (and operated under the full and exclusive control of Operator).

Equipment	
Aircraft Rental Operator Aircraft	
Fixed wing: single-engine (IFR capable)	1
Flight Training Operator Aircraft	
Fixed wing: single-engine (IFR capable)	1

N/A = not applicable

¹ An employee may fulfill the responsibilities of the customer service representative unless the employee is performing duties off the Leased Premises.
² Capable of providing on-demand ground school instruction sufficient to enable students to pass the FAA written examinations for commercial pilot rating. May be fulfilled by a properly certified Flight Instructor.
³ A flight instructor may fulfill the responsibilities of the customer service representative unless the flight instructor is performing duties off the Leased Premises.



7.5.2. Flight Training Operators shall provide, at a minimum, adequate training aids necessary to provide proper and effective ground school instruction.

7.6. Hours of Activity

7.6.1. Operator shall be open and services shall be available to meet the reasonable demands of customers for this Activity as follows:

Hours of Activity	
Hours	8 hours per day
Days per week	6
Holidays	No
After hours	Prior arrangement

7.7. Insurance Disclosure Requirement

7.7.1. Any Operator conducting Aircraft rental or Flight Training shall post a notice (and incorporate within its rental and instruction agreements) that: (a) identifies the insurance coverages provided to the renter or student by Operator, (b) discusses when and how the insurance coverages apply, (c) indicates where additional information can be obtained, and (d) advises the renter or student that additional insurance coverage is available (i.e., that the renter or student can purchase an individual non-ownership liability policy). Operator shall provide a copy of such notice to the Board.



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 (as defined in 14 CFR Part 125) at the Airport.
- 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 at the Airport.
- 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 Section 8.

8.2. Leased Premises

- 8.2.1. Operator engaging in this Activity shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessee(s), but not less than the following, which are not cumulative.

Leased Premises (square feet)	
Land (Lessee only)	21,780
Customer area ¹	
Lessee	250
Sublessee	Immediate access
Administrative area ²	As needed

- 8.2.2. Aircraft Charter Operator engaging in Self-Maintenance shall have adequate Improvements to accommodate all Activities of Operator, but not less than the following, which are not cumulative.

Self-Maintenance (square feet)	
Maintenance area (Self-Maintenance only) ³	
Lessee or Sublessee	500
Hangar (Self-Maintenance only) ⁴	
Lessee or Sublessee	3,600

- 8.2.2.1. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall comply with the minimum standards for an Aircraft Maintenance Operator.

¹ Customer area (for a Lessee) shall include adequate space for (or in the case of a Sublessee, immediate access to) customer lounge, public use telephone, and restrooms.
² Administrative area shall include adequate and dedicated space for Employee offices, work areas, and storage.
³ Maintenance area shall include adequate and dedicated space for Employee work areas, shop areas, and storage for Aircraft parts and Equipment.
⁴ Hangar shall be at least equal to the square footage stipulated (as identified above) or large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by the Operator, whichever is greater.



8.3. Licenses and Certifications

8.3.1. Aircraft Charter Operators shall have and provide copies to the Board 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 provided to the Board within three business days.

8.4. Employees

8.4.1. If certificated to engage in on-demand common carriage for persons or Property, Aircraft Charter Operator shall employ the number of Employees as required by 14 CFR Part 135.

8.4.2. If certificated to engage in private carriage (as defined in 14 CFR Part 125), Aircraft Charter Operator shall, at a minimum, employ the following number of employees who shall be available during required hours of activity as follows:

Employees	
Chief Pilot	Yes
Commercial Pilot(s)	1
Customer Service Representative(s) ¹	1

8.4.3. Aircraft Management Operator shall, at a minimum, employ the following number of employees who shall be available during required hours of activity as follows:

Employees	
Commercial Pilot(s) ²	1
Customer Service Representative(s)	1

8.5. Equipment

8.5.1. Aircraft Charter Operator shall provide, either owned or under written lease to Operator and under the full and exclusive control of Operator, at least one certified and continuously airworthy Aircraft for the type of Aircraft charter service being provided which shall be equipped for and fully capable of flight under instrument conditions.

¹ The chief pilot or the commercial pilot may fulfill the responsibilities of the customer service representative unless the chief pilot or the commercial pilot is performing duties off the Leased Premises.
² If providing pilot services.



8.6. Hours of Activity

8.6.1. Operator shall be open and services shall be available to meet the reasonable demands of customers for this Activity as follows:

Hours of Activity	
Hours	8 hours per day
Days per week	5
Holidays	No
After hours	Yes (initial response within 1 hour)

8.6.2. For Aircraft Charter Operator, after hours, on-call response time is as follows. Each response time is predicated upon the previous step, initialized upon customer inquiry.

After Hours, On-Call Response Time	
Response to customer inquiries	1 hour
Provision of trip quote	1 hour
Flight initiation ¹	2 hours

¹ Notwithstanding circumstances beyond Operator’s control, Operator shall be able to initiate the flight within the time period identified.



9. AIRCRAFT SALES OPERATOR (SASO)

9.1. Introduction

9.1.1. An Aircraft Sales Operator is a Commercial Operator engaged in the sale of more than three new and/or used Aircraft during a 12-month period at the Airport. This excludes individuals selling personally owned Aircraft, unless the individual purchases Aircraft for the primary purpose of resale.

9.1.2. In addition to the General Requirements set forth in Section 2, each Aircraft Sales Operator at the Airport shall comply with the following minimum standards set forth in Section 9.

9.2. Leased Premises

9.2.1. Operator engaging in this Activity shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessee(s), but not less than the following, which are not cumulative.

Leased Premises (square feet)	
Land (Lessee only)	21,780
Customer area ¹	
Lessee	250
Sublessee	Immediate access
Administrative area ²	As needed
Maintenance Area (Self-Maintenance only) ³	500
Hangar (Self-Maintenance only) ⁴	3,600

9.2.1.1. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall comply with the minimum standards for an Aircraft Maintenance Operator.

9.3. Dealership

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

9.4. Licenses and Certifications

9.4.1. Employees 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.

¹ Customer area (for a Lessee) shall include adequate space for (or in the case of a Sublessee, immediate access to) customer lounge, public use telephone, and restrooms.
² Administrative area shall include adequate and dedicated space for Employee offices, work areas, and storage.
³ Maintenance area shall include adequate and dedicated space for Employee work areas, shop areas, and storage for Aircraft parts and Equipment.
⁴ Hangar shall be at least equal to the square footage stipulated (as identified above) or large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by the Operator, whichever is greater.



9.5. Employees

9.5.1. At a minimum, Operator shall employ the following number of Employees who shall be available during required hours of activity.

Employees	
Commercial Pilot(s)	1
Customer Service Representatives ¹	1

9.6. Hours of Activity

9.6.1. Operator shall be open and services shall be available to meet the reasonable demands of customers for this Activity as follows:

Hours of Activity	
Hours	8 hours per day
Days per week	5
Holidays	No
After hours	Prior arrangement

9.7. Sales Guarantee or Warranty

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

¹ A commercial pilot may fulfill the responsibilities of the customer service representative unless the commercial pilot is performing duties off the Leased Premises.



10. AIRCRAFT STORAGE OPERATOR (SASO)

10.1. Introduction

- 10.1.1. An Aircraft Storage Operator is a Commercial Operator that owns (or leases) an Aircraft storage facility and/or associated office or shop space at the Airport and sells (or Subleases) such space to entities engaging in Commercial or Non-Commercial Aeronautical Activities.
- 10.1.2. In addition to the General Requirements set forth in Section 2, each Aircraft Storage Operator at the Airport shall comply with the following minimum standards set forth in Section 10.

10.2. Leased Premises

- 10.2.1. Operator engaging in this Activity shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessee(s), but not less than the following, which are not cumulative.

Leased Premises (square feet)	
Land	
Single-engine piston	5,000
Multi-engine piston	7,500
Turboprop	7,500
Turbojet	10,000
Hangar ¹	
Single-engine piston	1,600
Multi-engine piston	3,600
Turboprop	3,600
Turbojet	6,400

10.2.2. Exception to Land Requirement

- 10.2.2.1. If an Aircraft storage facility was originally designed and built for Non-Commercial use and the Aircraft storage facility does not exceed 3,600 square feet, only that amount of land which is necessary to meet Regulatory Measures is required.

10.3. Hours of Activity

- 10.3.1. Operator shall ensure the facilities are available for use (and readily accessible) 24 hours a day, 7 days a week including holidays.

¹ Cumulative amount of Hangar located on Land limited to the following types of Hangar structures: (a) single structures of not less than 1,600 square feet completely enclosed or (b) single structures of not less than 1,600 square feet subdivided and configured to accommodate individual bays for storage of Aircraft designed in accordance to the requirements in Section 2.5.5. for Single-Engine Piston Aircraft.



11. OTHER COMMERCIAL AERONAUTICAL ACTIVITIES (SASO)

11.1. Introduction

11.1.1. This section pertains to other SASOs engaging in limited Aircraft services and support Activities (see Section 11.1.1.1.), miscellaneous Commercial services and support Activities (see Section 11.1.1.2.), or air transportation services for hire Activities (see Section 11.1.1.3.).

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

11.1.1.2. **Miscellaneous Commercial Services and Support** - are defined as ground instruction, simulator training, scheduling and dispatching, or any other related Commercial services and support Activities.

11.1.1.3. **Other Air Transportation Services for Hire** - are defined as non-stop sightseeing flights (flights which 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 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 11.1.1. at the Airport shall comply with the following minimum standards set forth in Section 11.

11.2. Leased Premises

11.2.1. Operator engaging in this Activity shall have adequate land and Improvements, as appropriate and as agreed to by the Board, to accommodate all Activities of Operator and all approved Sublessee(s), but not less than the following, which are not cumulative.

Leased Premises (square feet)	
Land (Lessee only)	21,780
Customer area ¹	
Lessee	500
Sublessee	Immediate access
Administrative area ²	250
Maintenance Area (Self-Maintenance only) ³	500
Hangar (Self-Maintenance only) ⁴	3,600

¹ Customer area (for a Lessee) shall include adequate space for (or in the case of a Sublessee, immediate access to) customer lounge, public use telephone, and restrooms.

² Administrative area shall include adequate and dedicated space for Employee offices, work areas, and storage.

³ Maintenance area shall include adequate and dedicated space for Employee work areas, shop areas, and storage for Aircraft parts and Equipment.

⁴ Hangar shall be at least equal to the square footage stipulated (as identified above) or large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by the Operator, whichever is greater.



OTHER COMMERCIAL AERONAUTICAL ACTIVITIES (SASO)

11.2.1.1. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall comply with the minimum standards for an Aircraft Maintenance Operator.

11.3. Employees

11.3.1. Operator shall provide a sufficient number of Employees to carry out Activity in a safe, secure, efficient, prompt, courteous, and professional manner while also meeting the reasonable demands of customers for this Activity.

11.4. Equipment

11.4.1. 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 certified and continuously airworthy Aircraft.

11.4.2. Operator shall have sufficient materials and/or supplies available to support the Activity.

11.5. Hours of Activity

11.5.1. Operator shall be open and services shall be available during the hours maintained by qualified and experienced entities providing comparable services and/or engaging in similar Activities at comparable airports in like markets.

11.5.2. Operator's services shall be available to meet the reasonable demands of customers for the Activity.



12. TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR (SASO)

12.1. Introduction

12.1.1. The Board recognizes that Aircraft Owners or Aircraft Operators using the Airport may, from time to time, have specialized service requirements (i.e., Aircraft Maintenance, Flight Training, etc.). When specialized service 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 Board may allow an Aircraft Owner or Aircraft Operator to solicit and utilize the services of a qualified and experienced entity to provide said services.

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

12.1.1.2. Aircraft Operator shall be responsible for assuring the Temporary Specialized Aviation Service Operator complies with all Regulatory Measures while at the Airport.

12.1.2. In addition to the applicable General Requirements set forth in Section 2 (which exclude Section 2.14., Hours of Activity), each Temporary Specialized Aviation Service Operator at the Airport shall comply with the following minimum standards set forth in Section 12.

12.2. Scope of Activity

12.2.1. Temporary Specialized Aviation Service Operator shall conduct Activity on the Leased Premises of the Aircraft Owner or Aircraft Operator in a safe, secure, efficient, prompt, courteous, and professional manner consistent with the degree of care and skill exercised by qualified and experienced operators providing similar services at comparable airports.

12.3. General Aviation Operator Permit

12.3.1. Prior to engaging in Activity at the Airport, Temporary Specialized Aviation Service Operator must obtain a General Aviation Operator Permit from the Board for a specific period of time (typically no more than 30 calendar days).

12.3.1.1. Renewal shall be subject to the Temporary Specialized Aviation Service Operator's compliance with all terms and conditions of the approved General Aviation Operator Permit.

12.3.2. Temporary Specialized Aviation Service Operator shall comply with all requirements for the permitted Activities and limit the service provided to the entity, area, and time period identified in the approved General Aviation Operator Permit.

12.3.3. Aircraft Operators requiring after-hours or weekend service by a Temporary Specialized Aviation Service Operator must notify the Board prior to Operator engaging in Activities at the Airport.



13. GENERAL AVIATION OPERATOR PERMIT

13.1. *Application*

- 13.1.1. Any entity desiring to engage in a Commercial Aeronautical Activity at the Airport (Applicant) shall complete all relevant and applicable sections of the General Aviation Operator and Lessee Application (Application) and submit the Application to the Board and obtain a General Aviation Operator Permit (Permit) from the Board prior to engaging in the desired Activity(ies) at the Airport.
- 13.1.2. Applicant shall submit all of the information requested in the Application and thereafter shall submit any additional information, data, and/or documentation that may be required or requested by the Board 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 performance, condition, and capability (as evidenced by historical and current financial statements); references; etc.
- 13.1.3. No Application will be deemed complete which does not provide the Board with the information, data, and/or documentation necessary to enable the Board to make a meaningful assessment of Applicant's prospective operation and determine whether or not the Applicant's prospective operation will comply with all applicable Regulatory Measures and be compatible with the Airport's Master Plan, Airport Layout Plan, and/or Land Use Plan.
- 13.1.4. Following review and approval by the Board and subject to the Applicant complying with all requirements, a Permit will be issued by the Board.

13.2. *Approved General Aviation Operator Permit*

- 13.2.1. Commercial Aeronautical Activities
 - 13.2.1.1. The Permit will be valid for the time period indicated in the Permit as long as Operator meets the following requirements.
 - 13.2.1.1.1. The information submitted by Operator is and remains current. Operator shall notify the Board in writing within 15 business days of any change to the information submitted by Operator.
 - 13.2.1.1.2. Operator remains in full compliance with all applicable Regulatory Measures and the terms and conditions of the Permit.
 - 13.2.1.2. The Permit may not be assigned or transferred and shall be limited solely to the approved Activity(ies) identified in the Permit.
 - 13.2.1.3. For Lessees, the Permit shall be incorporated by reference into the Lessees' Agreement. The breach of any portion of the 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 Permit and/or the Agreement.



13.3. Existing Operator with an Existing Agreement

13.3.1. No Change in Scope of Activities

13.3.1.1. Upon adoption of these Minimum Standards, an existing Operator with an existing Agreement may engage in the Activities permitted under the Agreement without submitting an Application provided that Operator is in full compliance with all the terms and conditions of the Agreement and all applicable Regulatory Measures.

13.3.2. Change in Scope of Activities

13.3.2.1. Prior to engaging in any new Activity not permitted under an existing Agreement or Permit or changing or expanding the scope of Activities permitted under an existing Agreement or Permit, Operator shall complete and submit an Application to, and receive a Permit from, the Board prior to conducting new Activity(ies) not permitted under an existing Agreement or Permit.



14. NON-COMMERCIAL HANGAR LESSEE

14.1. Introduction

- 14.1.1. A Non-Commercial Hangar Lessee is an entity which owns or leases an Aircraft storage facility at the Airport for the purpose of storing Aircraft owned, leased, and/or operated by (and under the full and exclusive control of) the entity for Non-Commercial purposes only.
- 14.1.2. Non-Commercial Hangar Lessee shall provide evidence of Aircraft ownership, lease, or operation (full and exclusive control).
 - 14.1.2.1. If the Aircraft is being leased or operated by (and under the full and exclusive control of) entity, entity shall provide the Board with a copy of the lease or operating agreement.
 - 14.1.2.2. The Board will determine if the lease or operating agreement demonstrates if the Non-Commercial Hangar Lessee has the full and exclusive control of the Aircraft.
- 14.1.3. No Commercial Activity of any kind shall be permitted on or from the Leased Premises.
- 14.1.4. Non-Commercial Hangar Lessee shall not be permitted to Sublease any land or Improvements on the Leased Premises for any purpose or any duration whatsoever.
- 14.1.5. In addition to the applicable General Requirements set forth in Section 2, each Non-Commercial Hangar Lessee at the Airport shall fully comply with the following requirements set forth in Section 14.

14.2. Leased Premises

- 14.2.1. Non-Commercial Hangar Lessee shall have adequate land and Improvements to accommodate all Non-Commercial Activities of entity.

14.3. Ownership Structure

- 14.3.1. Hangar development may be accomplished by any entity approved by the Board 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.
 - 14.3.1.2. All members/shareholders of the Association shall be declared to the Board at the time the Application is submitted. Thereafter, the Association and/or each member/shareholder of the Association shall be required to demonstrate ownership (as required herein) as may be requested by the Board from time to time. One individual shall be appointed to represent the Association.
 - 14.3.1.3. The Hangar facilities owned or leased by the Association shall be exclusively for storage of Aircraft owned by the member(s)/shareholder(s) of the Association and for no other purpose whatsoever.



NON-COMMERCIAL HANGAR LESSEE

- 14.3.1.4. The Association may not utilize nor cause the Leased Premises to be utilized for speculative development.
- 14.3.1.5. 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 applicable Regulatory Measures.
- 14.3.1.6. Each member/shareholder of the Association shall provide appropriate written confirmation of membership status or share ownership upon request of the Board.
- 14.3.1.7. All Association members/shareholders declared to the Board in accordance with Section 14.3.1.2. hereof shall remain jointly and severally liable to the Board for the Association's compliance with applicable Regulatory Measures, 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.



15. GENERAL AVIATION SELF-FUELING PERMITTEE

15.1. Introduction

15.1.1. This section sets forth the standards prerequisite to an entity desiring to engage in General Aviation Self-Fueling (Self-Fueling) at the Airport. Any entity engaging in Self-Fueling shall also be required to fully comply with applicable Regulatory Measures.

15.1.1.1. An FBO or Self-Serve Fueling Operator who has an Agreement and a General Aviation Operator Permit (if required as stipulated in Section 13) with the Board granting the right to perform Commercial Fueling at the Airport is not required to apply for a General Aviation Self-Fueling Permit (Self-Fueling Permit).

15.1.2. In addition to the applicable General Requirements set forth in Section 2, each entity engaging in Self-Fueling at the Airport shall fully comply with the following minimum standards set forth in Section 15.

15.2. Permit/Approval

15.2.1. No entity shall engage in Self-Fueling unless a valid Self-Fueling Permit authorizing such activity has been obtained from the Board. Such entities shall herein be referred to as Self-Fueling Permittees.

15.2.2. The 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 Self-Fueling Permit by reference.

15.2.3. Prior to issuance and subsequently upon request of the Board, Self-Fueling Permittee shall provide evidence of ownership or lease of any Aircraft being operated (under the full and exclusive control of) and Fueled by Self-Fueling Permittee.

15.2.3.1. If the Aircraft is being leased or operated by (under the full and exclusive control of) Self-Fueling Permittee, Self-Fueling Permittee shall provide the Board with a copy of the lease, use, and/or operating agreement.

15.2.3.2. The Board will determine if the lease, use, and/or operating agreement demonstrates if the Self-Fueling Permittee has the full and exclusive control of the Aircraft.

15.3. Fuel Storage

15.3.1. Self-Fueling Permittee shall demonstrate that satisfactory arrangements have been made for the storage of Fuel, as follows:

15.3.1.1. through/by agreement with an authorized FBO at the Airport or

15.3.1.2. through Self-Fueling Permittee's Fuel storage facility at the Airport in a location consistent with the Master Plan, Airport Layout Plan, and/or Land Use Plan and approved by the Board.

15.3.1.2.1. Entities authorized by the Board shall lease land and construct or install an above-ground Fuel storage facility in the designated Fuel storage area.

15.3.1.2.2. In no event shall the total storage capacity be less than the following:



NON-COMMERCIAL SELF-FUELING PERMITTEE

Fuel Storage Facility ¹	
Jet Fuel	
Number of tanks	1
Size of each tank (gallons)	10,000
Avgas	
Number of tanks	1
Size of each tank (gallons)	10,000

- 15.3.1.2.3. A fuel storage facility in the designated Fuel storage area shall denote the Aircraft FAA N-number(s) identified on the Self-Fueling Permittee's Self-Fueling Permit with 12 inch characters on each side of the Fuel storage facility.

15.4. Fueling Equipment

- 15.4.1. Self-Fueling Permittee shall utilize a Refueling Vehicle and/or a Fixed Fueling Station for dispensing Fuel into Self-Fueling Permittee's Aircraft.

- 15.4.1.1. If utilizing a Refueling Vehicle, Self-Fueling Permittee shall utilize a single Refueling Vehicle for each type of Fuel to be dispensed as follows.

Refueling Vehicles	
Jet Fuel	
Minimum capacity (gallons)	1,500
Maximum capacity (gallons)	3,000
Avgas	
Minimum capacity (gallons)	750
Maximum capacity (gallons)	1,500

- 15.4.1.1.1. If utilizing an FBO's Fuel storage facility, the Self-Fueling Permittee's Refueling Vehicle shall be parked on the FBO's Leased Premises when not in use.
- 15.4.1.1.2. All Refueling Vehicles shall be capable of bottom loading.
- 15.4.1.1.3. Refueling Vehicle shall denote the Aircraft FAA N-number(s) identified on the Self-Fueling Permittee's Self-Fueling Permit with 12 inch characters on each side of the Refueling Vehicle.

¹ Must meet City Fire Code requirements.



NON-COMMERCIAL SELF-FUELING PERMITTEE

- 15.4.2. Self-Fueling Permittee shall develop and maintain SOP for Fueling and shall ensure compliance with standards set forth in AC 00-34A, entitled "Aircraft Ground Handling and Servicing". Self-Fueling Permittee's SOP shall include a training plan, Fuel quality assurance procedures and associated record keeping, and emergency response procedures to Fuel spills and fires. Self-Fueling Permittee's SOP shall also address: (a) regular safety and security inspections, (b) bonding and fire protection, (c) public protection, and (d) marking and labeling of (and controlling access to) Refueling Vehicles, Fueling Equipment, and Fuel storage facilities. Self-Fueling Permittee's SOP shall be submitted to the Board no later than 30 calendar days before Self-Fueling Permittee is scheduled to commence Self-Fueling at the Airport and it shall be resubmitted any time changes are planned.

15.5. Limitations

- 15.5.1. Self-Fueling Permittee shall not sell and/or dispense Fuels to Based Aircraft or Transient Aircraft that are not owned, leased, and/or operated by (under the full and exclusive control of) Self-Fueling Permittee. Any such selling or dispensing shall be grounds for immediate revocation of the Self-Fueling Permit by the Board.

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

15.5.1.2. Revocation upon second violation will be for a period of five years.

15.5.1.3. Revocation upon a third violation shall be permanent.

15.6. Emergency Public Service

- 15.6.1. Entities providing an Emergency Public Service are not required to meet the minimum standards identified in Section 15.3.1. Further, these entities are not required to meet the minimum standards identified in Sections 15.5.1. unless Fuel is being delivered to Aircraft by Refueling Vehicles or through a Fixed Fueling Station.
- 15.6.2. Storage and delivery of Fuel for Aircraft operated by Emergency Public Service entities must be approved, in advance, by the Board.
- 15.6.3. All other minimum standards identified in this Section 15 must be adhered to by the entity providing Emergency Public Service.



16. NON-COMMERCIAL (PRIVATE) FLYING CLUB

16.1. General Requirements

- 16.1.1. A Non-Commercial (Private) Flying Club is an entity that is legally formed as a non-profit entity 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 Non-Commercial – Private – Flying Club Aircraft), and does not hold itself out (for hire) to the public.
 - 16.1.1.1. Each Non-Commercial (Private) Flying Club member (Owner) must have an ownership interest in Non-Commercial (Private) Flying Club. The property rights of the Non-Commercial (Private) Flying Club members (Owners) shall be equal.
 - 16.1.1.2. Non-Commercial (Private) Flying Club shall keep on file and available for review by the Board or its designated representative, 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. In addition to the applicable General Requirements set forth in Section 2, each Non-Commercial (Private) Flying Club at the Airport shall comply with the following minimum standards set forth in Section 16.
- 16.1.3. Non-Commercial (Private) Flying Club shall file and keep the following current with the Board:
 - 16.1.3.1. articles of incorporation, copies of bylaws, operating rules, membership agreements, and the location and address of the club's registered office,
 - 16.1.3.2. roster of all officers and directors including home and business addresses and telephone numbers, and
 - 16.1.3.3. designee responsible for compliance with applicable Regulatory Measures.
- 16.1.4. Non-Commercial (Private) Flying Clubs shall not be required to meet the minimum standards stipulated for a Commercial Activity so long as the Non-Commercial (Private) Flying Club's membership is not available to the public and is not operated for Commercial purposes.
- 16.1.5. Non-Commercial (Private) Flying Clubs shall not conduct any Commercial Activity.
 - 16.1.5.1. Members (Owners) may conduct flight instruction relating to Aircraft checkout and/or currency (e.g., flight reviews, instrument proficiency checks, etc.) for members (Owners). The Non-Commercial (Private) Flying Club shall not permit its Aircraft to be utilized for flight instruction by any person, including members (Owners), when such person pays or becomes obligated to pay for such flight instruction, except when flight instruction is provided by an approved Flight Training Operator at the Airport.



16.1.5.2. If the Non-Commercial (Private) Flying Club is performing Aircraft Maintenance on Aircraft owned by the Non-Commercial (Private) Flying Club, shop and Hangar areas are required as follows.

Self-Maintenance Leased Premises	
Hangar and shop (Self-Maintenance only) ¹	3,600

- 16.1.6. Non-Commercial (Private) Flying Club Aircraft shall only be used by members (Owners).
- 16.1.7. No member (Owner) shall use Non-Commercial (Private) Flying Club Aircraft for Commercial purposes or Compensation. This does not include reimbursement for expenses associated with the use of Non-Commercial (Private) Flying Club Aircraft.

¹ Hangar and shop area shall be at least equal to the square footage stipulated or large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator and shall include maintenance areas that provide adequate and dedicated space for Employee work areas, shop areas, and the storage of Aircraft parts, accessories, related components, and Equipment.



ATTACHMENT A MINIMUM INSURANCE REQUIREMENTS

17. ATTACHMENT A (MINIMUM INSURANCE REQUIREMENTS)

Rapid City Regional Airport		Fixed Base Operator ₁	Self-Serve Fueling Operator ₁	Aircraft Maintenance Operator	Avionics or Instrument Maintenance Operator	Aircraft Rental or Flight Training Operator	Aircraft Charter or Aircraft Management Operator	Aircraft Sales Operator	Aircraft Storage Operator	Other Commercial Aeronautical Activities	Temporary Specialized Aviation Service Operator	Non-Commercial Hangar Lessee	Non-Commercial (Private) Flying Club	Non-Commercial Self-Fueling Permittee ₁
COMMERCIAL GENERAL LIABILITY (Combined Single Limit)														
Each Occurrence	\$20,000,000	\$5,000,000	\$1,000,000 Piston \$5,000,000 Turboprop/Turbine	\$1,000,000 Piston \$5,000,000 Turboprop/Turbine	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000 ₅	\$1,000,000 ₅	\$1,000,000 ₅
Unlicensed Vehicles	\$2,000,000	\$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 ₅	\$1,000,000 ₅	\$1,000,000 ₅
BUSINESS AUTOMOBILE LIABILITY (Combined Single Limit, Each Occurrence)₂														
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		\$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		\$1,000,000
HANGAR KEEPER'S LEGAL LIABILITY (Largest Aircraft Accommodated)₃														
SE Piston	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	\$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	\$500,000	\$500,000	\$500,000	\$500,000
ME Piston	Each Aircraft		\$500,000	\$500,000	\$500,000	\$500,000	\$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	\$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	\$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	\$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	\$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	\$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	\$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	\$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	\$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	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000
Turbojet Group III ₄	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	\$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	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000
AIRCRAFT AND PASSENGER LIABILITY (Each Occurrence)														
SE Piston						\$1,000,000/\$100,000 sub limit per person				As required	As required		\$1,000,000 Club \$100,000 sub limit per person	
ME Piston						\$1,000,000/\$100,000 sub limit per person				As required	As required			
Turboprop						\$5,000,000/\$250,000 sub limit per person				As required	As required			
Turbojet/Group I						\$5,000,000/\$250,000 sub limit per person				As required	As required			
Turbojet/Group II						\$10,000,000	\$10,000,000	\$10,000,000		As required	As required			
Turbojet/Group III ₄						\$10,000,000	\$10,000,000	\$10,000,000		As required	As required			
Student and Renters						\$250,000								
WORKER'S COMPENSATION														
Limits Based Upon Statutory Requirements														

All insurance policies shall be endorsed consistent with Section 2.16 of these General Aviation Minimum Standards

1 Operator must maintain a \$10,000 irrevocable letter of credit or bond on file at the Airport Administrative Office for Permittee's deductible in case of release of petroleum products covered by South Dakota Petroleum Release

2 If entity operates any vehicle(s)

3 Required for an Operator having non-owned Aircraft under its care, custody, and control

4 Includes Aircraft Design Group IV, Group V, and Group VI

5 Entity required to procure a General Liability Policy