

Revised Nov. 30, 1992

CITY OF DUNCAN MUNICIPAL AIRPORT
(HALLIBURTON FIELD)

MINIMUM STANDARDS

The owners of the Duncan Municipal Airport shall hereinafter be referred to as the Airport Authority, Authority or Lessor.

The following Minimum Standards and requirements for commercial aeronautical activities have been established in the public interest for the safe and efficient operation of the Duncan Municipal Airport; to enhance its orderly growth; to preclude the granting of an exclusive right to conduct an aeronautical activity in violation of Section 308(a) of the Federal Aviation Act of 1958; to conform to Title VI of the Civil Rights Act of 1964 and Part 21 of the Department of Transportation Regulations; and to assure to all lessees the availability of airport property on fair and reasonable terms and without unjust discrimination.

I.

FIXED BASE OPERATORS AND AIRPORT TENANTS

1. A Fixed Base Operator is defined as any person, firm, or corporation performing any of the functions or furnishing any of the services as hereinafter set out for fixed base Operators at the Duncan Municipal Airport. No person, firm, or corporation shall engage in any commercial activity as a Fixed Base Operator as herein defined unless the same is done in full compliance with the standards, rules, and regulations herein set forth.
2. An Airport Tenant is defined as any person, firm, or corporation leasing property at the Duncan Municipal Airport for aeronautical purposes who is not a Fixed Base Operator.
3. All Fixed Base Operators and Airport Tenants shall protect the public generally, the customers or clients of such Fixed Base Operators, and the City of Duncan from any and all lawful damages, claims, or liability and shall carry comprehensive general liability insurance in a company authorized to do business in the State of Oklahoma with limits as prescribed in the respective categories, with the City of Duncan named as an additional insured, which policies must be approved by the Authority and a certificate of insurance thereof furnished to the Authority. It is further understood that as circumstances in the future dictate, the Authority may require an increase in bodily injury and property damage insurance.
4. A Fixed Base Operator shall satisfy the Lessor that it is technically and financially able to perform the services of a Fixed Base Operator. This may include the responsibility for demonstrating continued financial solvency and business ability by the submitting of an annual balance sheet, credit references and any other proof that the Lessor may require from time to time. In cases of doubt by the Lessor to such ability of a Fixed Base Operator, the Lessor may conduct a hearing to determine appropriate action. In each instance, the Lessor shall be the final judge as to the qualifications and financial ability of the Lessee.

5. The Authority will not accept an original request to lease land area unless the proposed Lessee puts forth in writing a proposal which sets forth the scope of operation he proposes, including the following:

- a. The services he will offer.
- b. The amount of land he desires to lease.
- c. The building space he will construct or lease.
- d. The number of aircraft he will provide.
- e. The number of persons he will employ.
- f. The hours of proposed operation.
- g. The amount and types of insurance coverage he will maintain.
- h. Evidence of his financial capability to perform and provide the above services and facilities.

6. Any person, firm or corporation capable of meeting the Minimum Standards set forth herein for any of the stated Fixed Base Operator categories is eligible to become a Fixed Base Operator at the airport, subject to the execution of a written lease for not less than 5 years containing such terms and conditions as may be determined by the Authority. A Fixed Base Operator or Airport Tenant shall not engage in any business or activity on the airport other than that authorized under his particular category or categories. Any Fixed Base Operator desiring to extend his operation into more than one category or to discontinue operations in a category, shall first apply in writing to the Airport Authority for permission to do so, setting forth in detail the reasons and conditions for the request. The Airport Authority shall then grant or deny the request on such terms and conditions as the Authority deems to be prudent and proper under the circumstances. Each Fixed Base Operator shall provide his own buildings, personnel and equipment, and other requirements as herein stated upon land leased from the Authority.

7. All Fixed Base Operators at said airport shall provide a lounge and restroom for their customers and shall make telephone service conveniently and readily available for public use.

8. All construction required of such Operators shall be in accordance with design and construction Standards required or established by the Authority for the facility or activity involved. When and if subject Lessee vacates the lease for any reason, he may either remove said buildings at his expense within 30 days, or title will automatically pass to the Authority. All Operators shall be required to furnish the Authority payment and performance bonds commensurate with any construction required under the Standards herein fixed or any construction required under any contract or lease by and between such operator and the Authority.

9. The rates or charges for any and all activities and services of such Operators shall be determined by the Operators subject to the requirement that all such rates or charges shall be reasonable and be equally and fairly applied to all users of the services.

10. All Fixed Base Operators at the airport shall be full time, financially sound progressive business enterprises, with adequately manned and equipped facilities, including ample office facilities, and who observe normal or specifically required business hours.

11. All Fixed Base Operators shall, at their own expense, pay all taxes and assessments against any buildings or other structures placed on the premises by them, as well as all taxes and assessments against the personal property used by them in their operations.
12. All Operators and Tenants shall abide by and comply with all state, county and city laws and ordinances, the rules and regulations of the Authority, and the rules and regulations of the State and the Federal Aviation Administration (FAA).
13. All Operators and Tenants shall provide and pay for all lights, gas, electrical current, water, sewer, and garbage collection charges used or incurred anywhere in or about the leased premises (excluding T-Hangar lessees), and shall pay the charges made therefor by the suppliers thereof promptly when due.
14. All contracts and leases between such Operators and the Authority shall be subordinate to the provisions of any existing or future agreement(s) between the City of Duncan and the United States, relative to the operation or maintenance of the Airport.
15. No Operators or Tenants shall sublease or sublet any premises leased by such operator from the Airport Authority, or assign any such lease, without the prior written approval of the Authority, and any such subletting or assignment shall be subject to all of the Minimum Standards herein set forth.
16. In the event the Lessee sublets any portion of his lease, the sublessee must agree to assume the full obligations of the lease as set out herein and must agree to fully cooperate with the Authority in seeing that these Standards are complied with. The sublessee shall immediately comply with any reasonable request or direction of the Authority as it relates to the enforcement of these Standards.
17. In the event that the Lessee or sublessee fails to comply fully with these Standards or fails to comply with the reasonable request or direction of the Authority as it relates to these Standards, said Lessee or sublessee shall be in default. If said default continues for more than 30 days after notice of said default, the Authority may terminate the lease. Said Lessee is responsible for the performance of the sublessee.
18. All Operators and Tenants shall have the right to use common areas and facilities of the Airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for the takeoff, flying and landing of aircraft of Lessee.
19. The Fixed Base Operators will, at all times during the continuance of the term of the lease and any renewal or extension thereof, conduct, operate and maintain for the benefit of the flying public, the operation provided for and described therein, and provide all parts and services as defined and set forth, and will make all such services available to the public and that it will devote its best efforts for the accomplishment of such purposes and that it will at all

times charge fair, reasonable, and not unjustly discriminatory prices, to patrons and customers for all merchandise or materials and services furnished or rendered. Notwithstanding anything contained in a lease that may be or appear to the contrary, it is expressly understood and agreed that the rights granted thereunder are nonexclusive and the Lessor reserves the right to grant similar privileges to another Operator or Operators upon formal application by that Operator, and upon demonstration of compliance with Article I, Items 4. and 5. herein.

20. All contracts and leases between such Operators and the Authority shall be subordinate to the right of the Authority during time of war or national emergency to lease the landing area or any part thereof to the United States Government for military or naval use, and if any such lease is executed, the provisions of any contracts or leases between such Operators and the Authority, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

21. Upon adoption of these Standards all leases entered into and any amendments to existing leases shall be in accordance with the Standards.

22. All Operators and Tenants shall remove from the airport or otherwise dispose of in a manner approved by the Authority all garbage, debris, and other waste material (whether solid or liquid) arising out of its occupancy of the premises or out of its operations. Said Lessee shall keep and maintain his leased premises in a neat, clean, and orderly manner; Lessee shall keep the grass cut and the building painted (does not apply to T-Hangar lessees). Any garbage, debris, or waste which may be temporarily stored in the open shall be kept in suitable garbage or waste receptacles, the same to be made of metal and equipped with tight fitting covers and to be of a design to safely and properly contain whatever may be placed therein. The Lessee shall use extreme care when effecting removal of all such waste.

23. The Authority reserves the right to enter upon any premises leased to any lessee at reasonable times for the purpose of making such inspections as it may deem expedient to the proper enforcement of these Minimum Standards and for the proper enforcement of any covenant or condition of any contract or lease agreement.

24. The Authority recognizes the rights of any person, firm or corporation operating aircraft on the airport to perform services on its own aircraft with its own regular employees (including, but not limited to maintenance, repair and fueling) that it may choose to perform. Aircraft fueling accomplished under this provision shall be in strict accordance with Article VI. herein and any safety regulations and/or ordinance as referenced herein.

25. All operations conducted at the Airport will be conducted in the safest manner possible and for the maximum benefit of the flying public and the citizens of the surrounding area.

26. Where these Standards call for a minimum square footage of space, and the applicant is permitted to conduct more than one activity, then such applicant shall have the minimum square footage for that activity which requires the greatest minimum square footage.

27. Standard Lease Provisions. All leases, subleases, contracts, or franchises for Airport property, or for Airport operations or use, shall contain the following standard provisions:

a. The right to conduct aeronautical activities for furnishing services to the public is granted the Lessee subject to Lessee agreeing:

(1) To furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof, and

(2) To charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

b. The Lessee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

c. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

d. That in the event of breach of any of the preceding nondiscrimination covenants, Lessor shall have the right to terminate the license, lease, permit, etc., and to reenter and repossess said land and the facilities thereof, and hold the same as if said lease had never been made or issued.

e. During the time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and, if such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

f. No right or privilege has been granted which would prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including but not limited to maintenance, repair, and fueling) that it may choose to perform, subject to the provisions as outlined herein.

g. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right forbidden by Section 308(a) of the Federal Aviation Act of 1958 or for aeronautical activities such as but not limited to:

- (1) Charter operations.
- (2) Pilot training.
- (3) Aircraft rental.
- (4) Aerial photography.
- (5) Crop dusting.
- (6) Sale of aviation petroleum products.
- (7) Air carrier operations.
- (8) Aircraft sales, and service incidental thereto.
- (9) Any other activity which, because of its direct relationship to the operation of aircraft, can be regarded as an aeronautical activity.

h. Lessor reserves the right, in a reasonable and nondiscriminatory manner, to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or views of Lessee and without interference or hindrance. However, Lessor shall notify Lessee in writing, 60 days prior to planned development.

i. Lessor shall have the right, but not the obligation, to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of Lessee in this regard.

j. All hangars, buildings, properties or land on the Airport, shall be maintained in a clean, attractive, weed free, well painted, junk free condition.

If an operator or Lessee has an area where it normally keeps damaged aircraft, aircraft parts, construction fixtures, and aircraft forms, barrels, containers, or other unattractive items, Lessee shall enclose such an area with a screen that will hide such area from public view.

k. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions together with the right to prevent the erection of any building or other structure on or adjacent to the Airport which would limit the usefulness of the Airport or constitute a hazard to aircraft.

l. This agreement shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States, relative to the operation or maintenance of the Airport.

m. Incorporated into this agreement, by reference and as though set forth herein verbatim, are the Minimum Standards for Operators and tenants adopted by the Lessor. Such Minimum Standards shall be lawful, reasonable and nondiscriminatory. Further, all parties hereto agree to comply with any and all laws and regulations, including those of the FAA, and will not permit the premises covered by this agreement to be used for any unlawful or improper purpose.

n. Each Lessee shall at all times have in effect liability insurance for all of Lessee's operations in the amounts set out in the Standard for the particular activity in question and referenced in the Minimum Standards. Such insurance policies shall further name the Lessor as additional insured. Certificates of such insurance shall be furnished by Lessee to the Lessor and a Certificate presently then in effect shall be on file at all times. The Standard contained in this paragraph shall be effective unless the Authority, in open meeting, relaxes the requirement for insurance as it applies to a particular class of individuals utilizing the Municipal Airport facilities.

o. The standards and regulations enacted by the governmental agency responsible for the operation of the Airport, now or in the future, may provide for use charges to be paid by those using, occupying, or conducting operations at the Airport. Such changes may be based upon square footage, receipts or other reasonable basis, to be established by such Standards and regulations. Lessee agrees to pay such charges as same are due and owing under any such Standards or regulations now or hereafter in effect. Any such use charges shall be lawful, reasonable and nondiscriminatory.

p. Lessor may, on account of the breach of any provision hereof, including the Standards and regulations incorporated herein by reference, terminate this agreement and eject the party in violation in accordance with the provisions of this lease. (Details concerning insolvency, notice, and other matters concerning Lessee's default may be in a particular lease.)

q. Lessee agrees to save and hold harmless the Lessor and its agents, servants, and employees of and from any and all liabilities, expenses, causes of action, damages and attorney's fees resulting or to result from any of Lessee's businesses, operations, occupancy, or use of the airfield, or resulting from any act or omission of Lessee's agents, servants or employees. And this indemnity agreement shall apply and protect such Lessor and its agents, servants, and employees, even though it be contended, or even established, that said Lessor or its agents, servants, or employees were negligent, or that their conduct or omission in any way caused or contributed to any such liability, expense, damage, cause of action, or attorney's fees. It is intended that the language contained in this Standard will be included in all lease agreements wherein the City of Duncan, Oklahoma, is the lessor of a given facility at the Duncan Municipal Airport.

r. The purpose of the lease and the operations to be conducted by Lessee or sublessee, and the identity of the premises to be occupied, are set forth in this lease. No other operations, business, or occupancy may be had or done without the additional written consent of the Lessor.

s. This agreement may not be assigned, in whole or in part, nor may the premises described herein be subleased, in whole or in part, without the prior written consent of the Lessor. No other operations, business, or occupancy may be had or done without the additional written consent of the Lessor.

t. In the event Lessee becomes insolvent, or the subject of any kind or chapter of bankruptcy proceedings, or if a receiver, assignee, or other liquidating officer is appointed for the business of Lessee, then Lessee may cancel this lease at Lessor's option upon giving written notice to Lessee.

II.

FLIGHT TRAINING

All persons conducting flight training activities shall:

1. Submit an application to conduct flight training to the City of Duncan Airport Commission through the Airport Manager at least seven (7) days prior to the regularly scheduled meeting of the Duncan Airport Commission (which is held the first Monday of each month) unless said individual is currently under contract as the fixed base operator. Applications to conduct flight training at the Duncan Municipal Airport shall be obtained from the Airport Manager.
2. Provide at least one full-time (eight hours per day, six days per week) properly certified flight instructor for single-engine land aircraft or, in the alternative, have available a telephone answering device operating during regular business hours, which device may be utilized to contact the properly certified flight instructor for single-engine airplanes.
3. Provide at least one dual equipped single-engine land aircraft properly equipped and maintained for flight instruction and such additional types of aircraft as may be required to give flight instruction of any kind advertised. The applicant shall own or shall have leased to him in writing, one (1) dual equipped single-engine land aircraft properly equipped and maintained for flight instruction.
4. Provide adequate classroom space for at least ten students with proper restrooms and seating facilities which classroom shall be located within the city limits of Duncan, Oklahoma.
5. Shall, upon request, allow Airport Commission members the right to inspect the classroom space provided for in #4 above. Said inspection to be accomplished within forty-eight (48) hours of the time the request is made.
6. Shall have continuing ability to meet certification requirements of the FAA for the flight training proposed.

7. Provide adequate public liability and property damage insurance sufficient to protect the operator and the City from legal liabilities involved. As a part of that, to have insurance coverage for owned or leased aircraft.

Comprehensive Public Liability and Property Damage

Bodily injury	1,000,000 in the aggregate per occurrence
	100,000 per individual
Property damage	25,000 per incident

8. Individuals conducting flight training at the Duncan Municipal Airport who have not been approved by the Airport Commission may be prosecuted in accordance with the Ordinances of the City of Duncan.

III.

FUEL AND OIL SALES

Persons conducting aviation fuel and oil sales on the Airport shall be required to:

1. Provide at least one grade of FAA approved aircraft fuel. If and when, in the judgment of the Commission, public demand requires shall also provide storage capacity approved by the Commission for additional grades of fuel. MOGAS, when provided, shall meet the designated specifications for the type of fuel being provided and shall be supplied only to those aircraft that have been certified under the appropriate supplemental type certificate to use this fuel.
2. Provide properly trained line personnel on duty at least eight hours of every calendar day, seven days a week, and on call by readily accessible telephone at other hours during the day or night.
3. Provide proper equipment for repairing and inflating aircraft tires, servicing oleo struts, changing engine oil, washing aircraft and aircraft windows and windshields, for recharging or energizing discharged aircraft batteries and starters.
4. Provide conveniently located heated and air-conditioned lounge or waiting room for passengers, and airplane crews of itinerant aircraft, together with sanitary restroom and public telephone.
5. Provide adequate towing equipment and parking and tiedown area to safely and efficiently move aircraft and store them in all reasonably expected weather conditions.
6. Maintain adequate inventory of at least two brands of generally accepted grades of aviation engine oil and lubricants.
7. In conducting refueling operations, every operator shall install and use adequate grounding facilities at fueling locations to eliminate the hazards of static electricity and shall provide approved types of fire extinguishers or other equipment commensurate with the hazard involved in refueling and servicing aircraft.

8. Fixed Base Operators shall prominently display fuel sales prices.
9. Fixed Base Operators shall submit on or before the 25th of the following month a "Monthly Fuel Sales Report," to include all fuel usage, to the Airport Manager's Office. Any other required fuel sales certificates shall be provided to the Airport Manager upon request. Failure to comply with these requirements could result in cancellation of the FBO Lease Agreement.
10. Meet all FAA fueling requirements.
11. Hours of Operation: Fueling service shall be provided as specified in the contracts of the FBO's.
12. INSURANCE COVERAGE

<u>Comprehensive Public Liability and Property Damage</u>	
Bodily injury	100,000 per individual
	1,000,000 in the aggregate per occurrence
Property damage	25,000 per occurrence
13. Fire Extinguishers will be readily available during all refueling or defueling. Personnel will be trained in the use of such equipment as well as in rescue operations. Such persons will attend appropriate training provided by local Fire Marshal or the Authority.
14. Static discharging ground wires will be attached to the aircraft, the fixed storage fuel tank, or refueling pit, and to zero potential (ground) before any fueling operations. Fuel trucks shall use UL approved grounding straps.
15. Adequate fuel filters and water traps will be installed on all fuel handling equipment and a suitable program for periodically conducting water contamination checks will be established and followed.
16. In all matters related to aircraft fueling safety and servicing, the provisions of NFPA Manual 407 "Aircraft Fuel Servicing," together with American Petroleum Institute quality control Standards, as such documents may be amended from time to time, shall be used as the basis for all airport fueling operations. Copies thereof are on file with the Airport Manager. In the event of conflict between such documents and the Standards set forth elsewhere herein, the Standards set forth herein shall control.

IV.

FUEL FACILITIES

Basic Requirement: A metered filter-equipped dispenser fixed or mobile for dispensing fuel. Separate dispensing pumps and meters for each grade of fuel are required.

1. TRUCKS.

If Lessee elects to utilize mobile dispensing trucks, such trucks the minimum capacity for 100 octane or MOGAS will be 500 gallons and for Jet A Fuel will be 1,000 gallons. Trucks shall be properly maintained, operated and equipped in accordance with applicable FAA, Authority and National Fire Protection Association recommendations, requirements and regulations.

2. FIXED FUEL STORAGE TANKS.

a. If Lessee elects to utilize fixed storage tanks, such storage tanks for each type of fuel shall have minimum capacities of 1,000 gallons each (500 gallons for MOGAS). Fuel storage tanks may be underground or ground mounted, if located in properly bunkered and approved closures and such installations shall be in a location approved by the Authority, and shall comply with applicable, uniform Building Code Standards, fire codes and ordinances of the Authority and recommendations of the National Fire Protection Association.

b. Fuel storage tanks shall comply with requirements set out by the Environmental Protection Agency, the FAA, and the State.

c. All plans and specifications for improvements on fuel storage tanks (including landscaping) shall be prepared and presented to the Authority and shall require the written approval of the Authority before any construction or installation may be undertaken.

d. All construction or improvements on fuel storage tanks shall conform with any general architectural requirements of Authority and shall be undertaken in accordance with local, State and Federal codes, ordinances and regulations now in force or hereinafter prescribed by authority of law. Lessee shall, at its sole cost and expense, obtain all necessary building permits and all labor and material bonds.

e. Lessee shall, at its sole cost and expense, maintain fixed fuel storage tanks, all improvements thereon, and all appurtenances thereto, in a presentable condition consistent with good business practice and equal in appearance and character to other similar improvements on said Airport. Lessee shall repair all damages caused by its employees, patrons, or their operation thereon; shall maintain and repair all equipment thereon; and shall keep its premises in a safe, neat, sightly and good physical condition.

f. Lessee shall, in the event it shall become necessary to make physical changes on its premises, promptly make such changes and installations at its sole expense, subject to the approval of the Authority, who in their reasonable discretion, shall be the sole judge of the quality of maintenance. Upon written notice by Authority to Lessee, Lessee shall be required to perform whatever reasonable maintenance Authority deems necessary. If said maintenance is not undertaken by Lessee within 10 days after receipt of written notice, Authority shall have the right to enter upon the demised premises and perform the necessary maintenance, the cost of which shall be born by Lessee.

g. Fire Extinguishers will be readily available during all refueling or defueling. Personnel will be trained in the use of such equipment as well as in rescue operations. Such persons will attend appropriate training provided by local Fire Marshal or the Authority.

h. Static discharging ground wires will be attached to the aircraft, the fuel tank, or refueling pit, and to zero potential (ground) before any fueling operations. Grounding rods of sufficient length to reach permanent underground moisture will be conveniently located.

i. Adequate fuel filters and water traps will be installed on all fuel handling equipment and a suitable program for periodically conducting water contamination checks will be established and followed.

j. In all matters related to aircraft fueling safety and servicing, the provisions of NFPA Manual 407 "Aircraft Fuel Servicing," together with American Petroleum Institute quality control Standards, as such documents may be amended from time to time, shall be used as the basis for all airport fueling operations. Copies thereof are on file with the Airport Manager. In the event of conflict between such documents and the Standards set forth elsewhere herein, the Standards set forth herein shall control.

3. INSURANCE COVERAGE.

Comprehensive Public Liability and Property Damage

Bodily injury	100,000 per individual
	1,000,000 in the aggregate per occurrence
Property damage	25,000 per occurrence

V.

NONPUBLIC AIRCRAFT FUELS AND OIL DISPENSING

No aviation fuels shall be brought on the airport for use or for sale without the expressed permission of the Airport Commission. This permission is to be granted in a written document providing for safety in storage and handling and the payment of a flow fee or specific exemption therefrom.

Lessees desiring to conduct nonpublic aircraft fuel and oil dispensing shall meet the following Minimum Standards and provide the following minimum facilities:

Restrictions:

Lessees holding Nonpublic Aircraft Fuels Dispensing Permits shall not sell or deliver aircraft fuels to anyone other than Lessee. Fueling of any aircraft not owned or leased by Lessee (except in case of emergency) shall result in immediate revocation of the right to bring fuel upon, or store fuel on, airport property. Upon request by Authority Lessee shall provide evidence of ownership or lease of any aircraft being fueled. A corporation may not be formed for the expressed purpose of providing fuel services under this standard.

1. PERSONNEL

Basic Requirement: Personnel engaged in dispensing aircraft fuel shall be properly trained with regard to safety procedures.

2. FUEL

Basic Requirement: Lessee shall provide only the type or grade of fuel required to service the Lessee's aircraft. A permit shall be obtained from the Airport Manager in order to keep a 5-gallon container of fuel, which is UL listed or approved, in their owned or leased hangar for aircraft use only. (Limit of three 5-gallon containers.)

3. FUEL FACILITIES

Basic Requirement: Metered, filter-equipped dispensers fixed or mobile for dispensing grades of gasoline required. Separate dispensing pumps and meters for each grade of fuel are required.

a. Trucks. If Lessee elects to utilize mobile dispensing trucks, such trucks shall have a minimum capacity of 250 gallons for each fuel type provided. Trucks shall be properly maintained, operated and equipped in accordance with applicable FAA, Authority and National Fire Protection Association recommendations, requirements and regulations.

VI.

AIRFRAME AND/OR POWERPLANT REPAIR

Any Lessee desiring to engage in airframe and/or power plant repair service must provide as a minimum the following:

1. PERSONNEL

Basic Requirement: One person currently certified by FAA with ratings appropriate for work being performed who may hold an airframe and/or powerplant rating.

2. EQUIPMENT

Basic Requirement: Sufficient equipment, tools, supplies and availability of parts to perform maintenance in accordance with manufacturer's recommendations or equivalent.

3. INSURANCE COVERAGE

Comprehensive Public Liability and Property Damage

Bodily injury	100,000 per individual
	1,000,000 in the aggregate per occurrence
Property damage	25,000 each accident

VII.

RADIO, INSTRUMENT, OR PROPELLER REPAIR SERVICE

Lessees desiring to provide a radio, instrument or propeller repair service must hold an FAA repair station certificate and ratings for same and provide as a minimum the following:

1. PERSONNEL

Basic Requirement: One FAA certified repairman qualified in accordance with the terms of the Repair Station Certificate.

Optional: Additional personnel who need not be certificated.

2. INSURANCE COVERAGE

Comprehensive Public Liability and Property Damage

Bodily injury	100,000 per individual
	1,000,000 in the aggregate per occurrence
Property damage	25,000 each accident

VIII.

FLYING CLUBS

In an effort to foster and promote flying for pleasure, develop skills in aeronautics, including pilotage, navigation, and an awareness and appreciation of aviation requirements and techniques, the category of Flying Clubs is added to the Standards of the airport.

All flying clubs desiring to base their aircraft and operate on the airport must comply with the applicable provisions of these Standards and requirements. However, they shall be exempt from regular Fixed Base Operator requirements upon satisfactory fulfillment of the conditions contained herein.

1. The club shall be a nonprofit entity (corporation, association or partnership) organized for the express purpose of providing its members with aircraft for their personal use and enjoyment only. The ownership of the aircraft must be vested in the name of the flying club (or owned proportionately by all of its members). Each member must be a bonafide share owner of the aircraft or a stockholder in the corporation. The property rights of the members of the club shall be equal and no part of the net earnings of the club will inure to the benefit of any member in any form (salaries, bonuses, etc.). The club may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance and replacement of its aircraft.

2. Flying clubs may not offer or conduct charter, air taxi, or rentals of aircraft operations. They may not conduct aircraft flight instruction except for regular members, and only members of the flying club may act as pilot in command of the aircraft except when receiving dual instruction. No flying club shall permit its aircraft to be utilized for the giving of flight instruction to any person, including members of the club owning the aircraft, when such person pays or becomes obligated to pay for such instructions, except when instruction is given by a Lessee based on the airport who provides flight training. Any qualified mechanic and/or instructor who is a registered member and part owner of the aircraft owned and operated by a flying club shall not be restricted from doing maintenance work and/or giving instruction in aircraft owned by the club, so long as the club does not become obligated to pay for such maintenance work or instruction, except that such mechanics and instructors may be compensated by credit against payment of dues or flight time.

3. All flying clubs and their members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of such club at the airport except that said flying club may sell or exchange its capital equipment.

4. A flying club shall abide by and comply with all Federal, State and local laws, ordinances, regulations and the Rules and Regulations of this airport management.

5. The flying club, with its permit request, shall furnish the airport management a copy of its charter and by-laws, articles of association, partnership agreement or other documentation supporting its existence; a roster, or list of members, including names of officers and directors, and investment share held by each member to be revised on a semi-annual basis; evidence of insurance in the form of a Certificate of Insurance with hold harmless clause in favor of the airport, its officers and employees (10 days prior notice of cancellation shall be filed with airport management); number and type of aircraft; evidence that aircraft are properly certificated; evidence that ownership is vested in the club; and operating rules of the club. In addition, the club shall maintain a set of books showing all club income and expenses. Said books shall be available for inspection by airport management to determine compliance with this provision.

6. INSURANCE COVERAGE

Comprehensive Public Liability and Property Damage

Bodily injury	100,000 each individual
	1,000,000 in the aggregate per occurrence
Property damage	25,000 per incident

7. A flying club which violates any of the foregoing, or permits one or more members to do so, will be notified in writing of the violation and given 10 days in which to correct said violation. Should such violation not be corrected within 10 days, a public hearing shall be held for the purpose of considering termination of tenancy.

IX.

AIRPORT TENANT

"Airport Tenant" is divided into two distinct categories: (1) "Airport Tenant - Privately Owned Hangar"; and (2) "Airport Tenant - City Owned T-Hangar".

An "Airport Tenant - Privately Owned Hangar" shall obtain written permission from the Airport Manager in order to hangar aircraft owned or leased by others and receive compensation. Upon subletting a privately owned hangar the rental fee shall be increased 5¢ per square foot.

"Airport Tenant - City Owned T-Hangar" may not sublet hangar space.

A person having the use designation of "Airport Tenant" shall be limited to the following and only the following uses:

Storage of wholly owned or leased aircraft and service and maintenance on wholly owned or leased aircraft unless the facilities of a privately owned hangar have been sublet with the permission of the Airport Manager. In the case of an individual who has sublet the premises, he may only store and perform maintenance on airplanes which are wholly owned or leased in his or her name.

Such person may provide fuel for owned or leased aircraft, but only after meeting the requirements of Article V. "Nonpublic Aircraft Fuels and Oil Dispension." Such person shall not hangar aircraft owned by others, nor offer, nor provide, for financial gain, any services whatsoever to others, except, however, other's aircraft may be temporarily hangared without compensation. "Temporarily" means less than 60 days in any one calendar year.

1. INSURANCE COVERAGE

Comprehensive Public and Property Damage

Bodily injury	100,000 each individual
	1,000,000 in the aggregate per occurrence
Property damage	25,000 per accident

(Council waived this insurance requirement on January 26, 1993)

X.

SPECIALIZED COMMERCIAL FLIGHT SERVICES

Lessees desiring to engage in the specialized commercial air activities including but not limited to those listed below shall provide as a minimum the following:

Banner towing and aerial advertising.

Aerial photography or survey.

Fire fighting or fire patrol.

Power line or pipe line patrol.

Any other operations specifically excluded from Part 135 of the Federal Aviation Regulations.

1. LAND

Basic Requirement: Leasehold shall contain the minimum square feet of land, as required by the Airport Commission, to provide for buildings, aircraft parking and tie downs. (Optional: Increase land area to provide for additional facilities such as private auto parking, paved hangar apron, public paved access walkway, etc.)

2. PERSONNEL

Basic Requirement: One person having a current Commercial Pilot Certificate with appropriate ratings for the aircraft to be flown.

3. AIRCRAFT

Basic Requirement: One properly certificated aircraft owned or leased in writing to the Lessee.

4. HOURS OF OPERATION

Basic Requirement: The normal operating hours will be at the Operators discretion, but he should be reasonably available to the public. (Optional: On call service during nonoperating hours if appropriate.)

5. INSURANCE COVERAGE FOR OWNED OR LEASED AIRCRAFT

Comprehensive Public Liability and Property Damage

Bodily injury	100,000 each individual
	1,000,000 in the aggregate per occurrence
Property damage	25,000 per accident

XI.

SPECIAL EVENTS

Airport lessees, civic groups or clubs, or others desiring to sponsor shows or public events, such as hot air balloon races, parachute jumping, etc. must obtain written permission from the Airport Commission a minimum of 21 days prior to the event being held. Appropriate insurance coverage shall be furnished with the activity request.

1. Insurance Coverage

Comprehensive Public Liability and Property Damage

Bodily injury	100,000 each individual
	1,000,000 in the aggregate per occurrence
Property damage	25,000 each accident