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

- 1.1.1. The purpose of these General Aviation Minimum Standards (Minimum Standards) is to encourage, promote, and ensure: (1) the delivery of high quality General Aviation products, services, and facilities to Airport users, (2) the design and development of quality General Aviation Improvements and facilities at the Airport; (3) safety and security, (4) the economic health of General Aviation Airport businesses, and (5) the orderly development of Airport property.
- 1.1.2. Aeronautical Activities may be proposed that do not fall within the categories designated herein. In any such cases, appropriate minimum standards shall be developed on a case-by-case basis for such Activities and incorporated into the Operator's Agreement.
- 1.1.3. Specialized Aviation Service Operators (SASO) are encouraged, but not required, to be Sublessees of a Fixed Base Operator (FBO); however, if suitable land or Improvements are not available or cannot be secured from an FBO, SASOs may Sublease Improvements from another SASO, lease land from the Board and may request in writing to the Airport Manager to construct Improvements on such land in the areas designated by the Board, or lease Improvements from the Board.

1.2. General Provisions and Definitions

- 1.2.1. These Minimum Standards include all provisions provided in the General Provisions and Definitions.

1.3. Exclusive Rights

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

1.4. Land Use

- 1.4.1. The Municipalities reserve the right to designate specific Airport areas in which Commercial and Non-Commercial Aeronautical Activities may be conducted. Such designation shall give consideration to the nature and extent of the Activities, the land and Improvements that are available, and the preferred development of the Airport as described in the most recently completed Master Plan, Airport Layout Plan, and/or Land Use Plan.

1.5. Applicability

- 1.5.1. These Minimum Standards specify the standards and requirements that must be met by any entity desiring to engage in one or more General Aviation Aeronautical Activities at the Airport.
 - 1.5.1.1. Throughout these Minimum Standards, the words "standards" or "requirements" shall be understood to be modified by the word "minimum" except where explicitly stated otherwise. Any required determinations, interpretations, or judgments regarding what constitutes an acceptable minimum standard, or regarding compliance with such standard, shall be made by the Board. All entities are encouraged to exceed the applicable minimum standards. No entity shall be allowed to engage in Aeronautical Activities at the Airport under conditions that do not, in the Board's discretion, meet these Minimum Standards.

- 1.5.2. These Minimum Standards shall apply to any new Agreement or any amendment to any existing Agreement relating to the occupancy or use of Airport land or Improvements for General Aviation Aeronautical Activities. If an entity desires, under the terms of an existing Agreement, to materially change its Aeronautical Activities, the Board shall, as a condition of its approval of such change, require the entity to comply with these Minimum Standards.
 - 1.5.2.1. These Minimum Standards shall not affect any Agreement or amendment to such Agreement properly executed prior to the date of promulgation 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.
 - 1.5.2.2. Upon termination of an Agreement (or amended Agreement), Operator shall be required to comply with these Minimum Standards prior to executing a new Agreement.
 - 1.5.2.3. These Minimum Standards shall not be deemed to modify any existing Agreement under which an entity is required to exceed these Minimum Standards, nor shall they prohibit the Board from entering into or enforcing an Agreement that requires an entity to exceed the Minimum Standards.
- 1.5.3. Operators currently providing Activities without an Agreement with the Board or Municipalities will have 12 months from the date of adoption of these Minimum Standards to become compliant with these Minimum Standards.
 - 1.5.3.1. To be eligible, Operators must enter into an Agreement with the Board within 2 months of adoption of these Minimum Standards.

2. GENERAL REQUIREMENTS

2.1. Introduction

- 2.1.1. All Operators engaging in Aeronautical Activities at the Airport shall meet the requirements of this Section 2 as well as the minimum standards applicable to the Operator's Activities, as set forth in subsequent sections.

2.2. Experience/Capability

- 2.2.1. Operator shall, in the reasonable judgment of the Board, demonstrate the capability of providing the proposed products, services, and facilities and engaging in the proposed Activities in a safe efficient, courteous, prompt, and workmanlike manner in service to and to the benefit of the public.
- 2.2.2. Operator shall, in the reasonable judgment of the Board, demonstrate the financial and technical responsibility, capability, and integrity to develop and maintain Improvements; procure and maintain required Vehicles, Equipment, and/or Aircraft; employ proper level of personnel; and engage in the Activity.

2.3. Agreement/Approval

- 2.3.1. No entity shall engage in an Activity unless the entity has an Agreement with the Board or Municipalities authorizing such Activity.
- 2.3.2. An Agreement shall not reduce or limit Operator's obligations with respect to these Minimum Standards.

2.4. Payment of Rents, Fees, and Charges

- 2.4.1. Operator shall pay the rents, fees, or other charges specified by the Board for engaging in Activities in conformity with the Airport's Lease/Rates and Charges Policy.
- 2.4.2. Operator's failure to remain Current in the payment of any and all rents, fees, charges, and other sums due to the Board shall be grounds for revocation of the Agreement or approval authorizing the conduct of Activities at the Airport.

2.5. Leased Premises

- 2.5.1. Operator shall lease or Sublease sufficient land and/or lease, Sublease, or construct sufficient Improvements for the Activity as stipulated in these Minimum Standards.
 - 2.5.1.1. Leased Premises that are used for Commercial purposes and require public access shall have direct public streetside access.
- 2.5.2. Apron/Paved Tiedowns
 - 2.5.2.1. Aprons/Paved Tiedowns (if required) must be adequate to accommodate the movement, staging, and Parking of Operator's, Operator's Sublessees', and customers Aircraft without interfering with the movement of Aircraft in and out of other facilities and Aircraft operating in Taxilanes or Taxiways.
 - 2.5.2.2. Aprons associated with hangars shall be equal to one times the hangar square footage or adequate to accommodate the movement of Aircraft into and out of the hangar, staging, and Parking of customer and/or Operator Aircraft without interfering with the movement of Aircraft in and out of other facilities and Aircraft operating in Taxilanes or Taxiways, whichever is greater.
- 2.5.3. Vehicle Parking
 - 2.5.3.1. Paved Vehicle Parking shall be sufficient to accommodate all Operator's and Operator's Sublessees' (if Subleasing facilities) customers, employees, visitors, vendors, and suppliers Vehicles on a daily basis.
 - 2.5.3.2. Paved Vehicle Parking shall be on Operator's Leased Premises and/or located in close proximity to Operator's main facility.

2.6. Products, Services, and Facilities

- 2.6.1. Products, services, and facilities shall be provided on a reasonable, and not unjustly discriminatory, basis to all consumers and users of the Airport.
- 2.6.2. Operator shall charge reasonable, and not unjustly discriminatory, prices for each product, service, or facility, provided that, Operator may be allowed to make reasonable discounts, rebates, or other similar types of price reductions to volume purchasers.
- 2.6.3. Operator shall conduct its Activities on and from the Leased Premises in a safe, efficient, and first class professional manner consistent with the degree of care and skill exercised by experienced and first class operators providing comparable products, services, and facilities and engaging in similar Activities from similar Leased Premises in like markets.

2.7. Non-Discrimination

- 2.7.1. Operator, in the use of the Airport or any of the facilities located thereon, shall not discriminate or permit discrimination against any person or class of persons by reason of race, creed, color, national origin, sex, age, or physical handicap in providing any products or services or in the use of any of its facilities provided for the public, or in any manner prohibited by applicable Regulatory Measures including without limitation Part 21 of the Rules and Regulations of the office of the Secretary of Transportation effectuating Title VI of the Civil Rights Act of 1964, as amended or reenacted.
- 2.7.2. In the event of noncompliance with the Section 2.7.1, the Board shall take such action as the federal government may direct to enforce such compliance.

2.8. Licenses, Permits, Certifications, and Ratings

- 2.8.1. Operator and Operator's personnel shall obtain and comply with all necessary licenses, permits, certifications, or ratings required for the conduct of Operator's Activities at the Airport as required by any duly authorized Agency prior to engaging in any Activity at the Airport. Upon request, Operator shall provide copies of such licenses, permits, certifications, or ratings to the Airport Manager immediately upon availability.
 - 2.8.1.1. Cost(s) associated with obtaining Operator (not Operator's personnel) licenses, permits, certifications, or ratings required for the conduct of Operator's Activities shall be borne solely by Operator.
 - 2.8.1.2. Operator shall keep in effect and post in a prominent place all necessary or required licenses, permits, certifications, or ratings.

2.9. Personnel

- 2.9.1. The person managing the Operator's Activities shall demonstrate experience managing a comparable Activity to that proposed on the Operator's application.
- 2.9.2. Operator shall provide a responsible person on the Leased Premises to supervise Activities and such person shall be qualified and authorized to represent and act for and on behalf of Operator during all hours of Activities with respect to the method, manner, and conduct of the Operator and Operator's Activities. When such responsible person is not on the Leased Premises, such individual shall be immediately available by telephone or pager.
- 2.9.3. Operator shall have in its employ, on duty, and on premises during hours of Activity, properly trained, qualified, and courteous personnel in such numbers as are required to meet these Minimum Standards and to meet the reasonable demands of the aviation public for each Activity being conducted in a safe, efficient, courteous, and prompt manner.

- 2.9.4. Operator shall control the conduct, demeanor, and appearance of their employees. It shall be the responsibility of the Operator to maintain close supervision over Operator's employees so that a high standard of products, services, and facilities are provided in a safe, efficient, courteous, and prompt manner.

2.10. Aircraft, Equipment, and Vehicles

- 2.10.1. All required Aircraft, Equipment, and Vehicles must be fully operational, functional, and available at all times and capable of providing all required products and services.
- 2.10.1.1. Aircraft, Equipment, and Vehicles unavailable due to routine or emergency maintenance is allowed so long as appropriate measures are taken to return the Aircraft, Equipment, or Vehicle to service as soon as possible.
- 2.10.1.2. At no time shall Operator have less than one required Equipment and/or Vehicle in an operating and fully functional condition.

2.11. Hours of Activity

- 2.11.1. Hours of activity shall be clearly posted in public view using appropriate (and professional) signage approved in advance by the Airport Manager.

2.12. Security

- 2.12.1. Operator shall designate a responsible person for the coordination of all security procedures and communications and provide point-of-contact information to the Airport Manager including the name of the primary and secondary contacts and a 24-hour telephone number for both contacts.
- 2.12.2. Operator shall develop and maintain a Security Plan which shall include, at a minimum, the following elements:
- 2.12.2.1. Procedures on securing facilities, Vehicles, Equipment, and Aircraft during hours of operation and after hours.
- 2.12.2.2. Employee background checks and security awareness training including procedures to use to report suspicious personnel or situations to the proper law enforcement agencies.
- 2.12.2.3. Customer and baggage identification.
- 2.12.2.4. Procedures to prevent tampering of Aircraft.
- 2.12.2.5. Procedures for handling threats by phone and in person.
- 2.12.2.6. Procedures to control access to Operator's Leased Premises and ensure Vehicles and personnel allowed to access through Operator's access point(s) are under escort or other approved method of control, as established by the Airport Manager.
- 2.12.2.7. Procedures for positive key control and Apron access procedures.
- 2.12.2.8. Procedures for securing unattended Aircraft.
- 2.12.2.9. Procedures prohibiting passengers or baggage from being left unattended in the Aircraft or on the Apron.
- 2.12.2.10. Procedures to positively identify aircraft renters and students.
- 2.12.2.11. Procedures to verify identify of customers utilizing chartered aircraft.
- 2.12.2.12. Procedures for transient flight crew members and passengers including:
- 2.12.2.12.1. Ensuring proper escort or other Airport Manager approved method of control.
- 2.12.2.12.2. Crewmember contact information and verification procedures.
- 2.12.2.12.3. Verification of pilot's certificate and government-issued photo ID for flight crewmembers.
- 2.12.2.13. Vendor procedures including:
- 2.12.2.13.1. Positive identification of all vendors having access to the Leased Premises.
- 2.12.2.13.2. Security check-in procedures for all vendors.
- 2.12.2.13.3. Procedures for ensuring all vendors are aware of security requirements for the Operator's facility.

- 2.12.3. Operator's Security Plan shall be submitted to the Airport Manager no later than 30 days before Operator commences Activities at the Airport and annually thereafter.
- 2.12.4. Operator shall maintain fencing, doors, gates, lighting, and locks on Operator's Leased Premises in good condition at all time.
- 2.12.5. All Operators must comply with the pertinent reporting requirements to FAA and law enforcement Agencies.

2.13. Insurance

- 2.13.1. Operator shall procure, maintain, and pay premiums during the term of an Agreement for insurance policies required by Regulatory Measures and the types and minimum limits set forth in Attachment A (Minimum Insurance Requirements) of these Minimum Standards for each Activity. The insurance company or companies underwriting the required policies shall be licensed (with a Best rating of A-7) or authorized to write such insurance in the state of Illinois.
 - 2.13.1.1. When coverages or limits set forth in Attachment A are not commercially available, appropriate replacement coverages or limits must be approved, in advance, by the Municipalities.
- 2.13.2. When Operator engages in more than one Activity, the minimum limits shall vary depending upon the nature of each Activity or combination of Activities, but shall not necessarily be cumulative in all instances. While it may not be necessary for Operator to carry insurance policies for the combined total of the minimum requirements of each Activity, Operator shall procure and maintain insurance for all exposures in amounts at least equal to the required minimum.
- 2.13.3. All insurance, which Operator is required by the Municipalities to carry and keep in force, shall name Municipalities, the Board, and the Wheeling Board of Trustees and Prospect Heights City Council, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers as additional insured.
 - 2.13.3.1. Liability policies shall contain, or be endorsed to contain, the following provisions:
 - 2.13.3.1.1. "Municipalities, the Chicago Executive Airport , the Chicago Executive Airport Board of Directors, and the Wheeling Board of Trustees and Prospect Heights City Council, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers are to be covered as additional insured with respect to: liability arising out of Activities performed by or on behalf of Operator; products and services of Operator; premises owned, leased, occupied, or used by Operator; or vehicles, equipment, or aircraft owned, leased, hired, or borrowed by Operator. Any insurance or self-insurance maintained by Municipalities, the Chicago Executive Airport , Chicago Executive Airport Board of Directors, and the Wheeling Board of Trustees and Prospect Heights City Council, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers shall be excess of Operator's and shall not contribute with it."
 - 2.13.3.1.2. "Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to Municipalities, the Chicago Executive Airport , the Chicago Executive Airport Board of Directors, and the Wheeling Board of Trustees and Prospect Heights City Council, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers. Operator's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the aggregate limits of the insurer's liability."
 - 2.13.3.1.3. "Coverage shall not be suspended, voided, or cancelled by either party or reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to Chicago Executive Airport 's Airport Manager."

- 2.13.4. Certificates of Insurance for the insurance required by Regulatory Measures and set forth by these Minimum Standards for each Activity shall be delivered to the Airport Manager upon execution of any Agreement or approval. Operator shall furnish additional Certificates of Insurance 30 days prior to any changes in coverage, if the change results in a reduction. Current proof of insurance shall be provided continually provided to the Airport Manager, including upon renewal, throughout the term of the Agreement.
 - 2.13.4.1. Certificates of Insurance shall indicate the additional insureds as specified in Section 2.13.3.1.
- 2.13.5. The limits stipulated herein for each Activity represent the minimum coverage and policy limits that shall be maintained by the Operator to engage in Activities at the Airport. Operators are encouraged to secure higher policy limits.
- 2.13.6. Operator shall, at its sole expense, cause all Improvements on the Leased Premises to be kept insured to the full insurable value (current replacement cost with no depreciation) thereof against the perils of fire, lightning, wind, hail, earthquake, flood, extended coverage, and/or vandalism. The proceeds of any such insurance paid on account for any of the aforementioned perils, shall be used to defray the cost of repairing, restoring, or reconstructing said facilities or Improvements to the condition and location existing prior to the casualty causing the damage or destruction, unless a change in design or location is approved in writing by the Board.
- 2.13.7. Operator with known environmental contamination exposures shall be required to secure appropriate environmental liability insurance with coverage limits appropriate for the type and level of environmental contamination exposure risk.

2.14. Indemnification and Hold Harmless

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

2.15. Taxes

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

2.16. Multiple Activities

- 2.16.1. When more than one Activity is conducted, the minimum requirements shall vary depending upon the nature of each Activity or combination of Activities, but shall not necessarily be cumulative.

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, services, and facilities to include, at a minimum, the following Activities at the Airport: aviation Fuels and lubricants (Jet Fuel, Avgas, and Aircraft lubricants); passenger, crew, and Aircraft ground services, support, and amenities; Aircraft Maintenance; and Paved Tiedown, hangar, Aircraft Parking, office, and shop.
- 3.1.2. In addition to the General Requirements set forth in Section 2, each Fixed Base Operator at the Airport shall comply with the following minimum standards set forth in this Section 3.

3.2. Scope of Activity

- 3.2.1. Unless otherwise stated in these Minimum Standards, all products and services shall be provided by FBO's Employees using FBO's Vehicles and Equipment.
- 3.2.2. FBO's products and services shall include the following:
 - 3.2.2.1. Aviation Fuels and Lubricants (Jet Fuel, Avgas, and Aircraft Lubricants):
 - 3.2.2.1.1. FBO shall deliver and dispense, upon request, Jet Fuel, Avgas, and Aircraft lubricants into all General Aviation Aircraft normally frequenting the Airport.
 - 3.2.2.1.2. FBO shall provide a response time of no more than 15 minutes during required hours of activity (excepting situations beyond the control of the FBO).
 - 3.2.2.2. Passenger, Crew, and Aircraft Ground Services, Support, and Amenities
 - 3.2.2.2.1. FBO shall meet, direct, and park all Aircraft arriving on Operator's Leased Premises.
 - 3.2.2.2.2. FBO shall provide courtesy transportation, utilizing Operator's Vehicles, for passengers, crew, and baggage, as necessary and/or appropriate.
 - 3.2.2.2.3. FBO shall provide parking and Tiedown of Aircraft upon the Operator's Leased Premises.
 - 3.2.2.2.4. FBO shall provide hangar storage of Aircraft, to include in-out service.
 - 3.2.2.2.5. FBO shall provide arrival and departure services for Aircraft using Operator's Leased Premises including crew and passenger baggage handling.
 - 3.2.2.2.6. FBO shall provide oxygen, nitrogen, and compressed air services.
 - 3.2.2.2.7. FBO shall provide lavatory services and Aircraft cleaning services.
 - 3.2.2.2.8. FBO shall make available aircraft ground power units.
 - 3.2.2.2.9. FBO shall make available crew and passenger ground transportation arrangements (Limousine, shuttle, and rental car).
 - 3.2.2.2.10. FBO shall make available Aircraft catering arrangements.
 - 3.2.2.3. Aircraft Maintenance
 - 3.2.2.3.1. FBO shall provide Aircraft Maintenance on the airframe, powerplants, and associated systems of General Aviation Aircraft up to Group II Turbojet Aircraft. In addition, FBO shall provide Aircraft line maintenance for General Aviation Aircraft up to Group III Turbojet Aircraft.
 - 3.2.2.3.2. FBO can meet these Minimum Standards for the provision of Aircraft Maintenance by and through an authorized Sublessee who meets the minimum standards for Aircraft Maintenance Operator and operates from the FBO's Leased Premises.

3.3. Leased Premises

- 3.3.1. FBO shall have adequate land (see Section 2.5.1), Apron/Paved Tiedown (see Section 2.5.2), facilities (hangars, terminal, maintenance, and Fuel storage), and Vehicle Parking (see Section 2.5.3) to accommodate all Activities of FBO and all approved Sublessees, but not less than the following:
 - 3.3.1.1. Contiguous Land – 4 acres (174,240 square feet), upon which all required Improvements including Apron, Paved Tiedown, facilities, and Vehicle Parking shall be located.

- 3.3.1.2. Apron – two acres (87,120 square feet), with sufficient weight bearing capacity to accommodate the largest Aircraft handled or serviced by FBO.
 - 3.3.1.2.1. If an existing or otherwise approved FBO has insufficient Apron to meet the Minimum Standards, and sufficient public Apron is available contiguous to the FBO's Leased Premises, then the Airport shall lease, upon fair and reasonable terms, to the FBO that portion of such public Apron area so as to enable the FBO to comply with these Minimum Standards.
- 3.3.1.3. Paved Tiedown – adequate to accommodate the number, type, and size of Based Aircraft and Transient Aircraft requiring Tiedown space at the Operator's Leased Premises, but not less than 10 Paved Tiedown spaces.
- 3.3.1.4. Facilities – 40,000 square feet (total) consisting of the following:
 - 3.3.1.4.1. Terminal space – 7,500 square feet
 - Customer area shall be at least 5,000 dedicated square feet to include adequate space for crew and passenger lounge(s), flight planning room, conference room, public use telephones, and restrooms.
 - Administrative area shall be at least 1,500 dedicated square feet to include adequate space for employee offices, work areas, and storage.
 - 3.3.1.4.2. Maintenance area – 2,500 square feet
 - Maintenance area shall include adequate space for employee offices, work areas, and storage for Aircraft parts and equipment.
 - 3.3.1.4.3. Hangar space – 30,000 square feet
 - At least one (1) hangar shall be capable of accommodating an Aircraft having a length of 100 feet, a wingspan of 95 feet, and a tail height of 26 feet. At least 10,000 square feet shall be dedicated to the provision of Aircraft Maintenance and 10,000 square feet shall be dedicated to Aircraft storage. No single hangar shall be less than 10,000 square feet.

3.4. Fuel Storage

- 3.4.1. FBO shall construct or install and maintain an on-Airport Fuel storage facility at the Airport, unless otherwise authorized or required, in a location consistent with the Airport Master Plan, Airport Layout Plan, or other Land Use Plan.
- 3.4.2. Fuel storage facility shall have total capacity for three days peak supply of aviation Fuel for Aircraft being serviced by FBO. In no event shall the total storage capacity be less than:
 - 3.4.2.1. 20,000 gallons for Jet Fuel storage
 - 3.4.2.2. 10,000 gallons for Avgas storage
 - 3.4.2.3. 500 gallons of Autogas storage
 - 3.4.2.4. 500 gallons for waste Fuel or test samples (or the capability to recycle waste Fuel or test samples);
 - 3.4.2.5. FBO shall also demonstrate the capability of expanding its Fuel storage capacity within a reasonable time period.
- 3.4.3. FBO shall, at its sole expense, maintain the Fuel storage facility, all Improvements thereon, and all appurtenances thereto, in a clean, neat, orderly, and fully functional condition consistent with good business practice and equal or better than in appearance and character to other similar Improvements on the Airport.
- 3.4.4. FBO shall demonstrate that satisfactory arrangements have been made with a reputable aviation petroleum supplier/distributor for the delivery of aviation Fuels in the quantities that are necessary to meet the requirements set forth herein.
 - 3.4.4.1. Fuel suppliers utilized by Operator must have a current and executed Non-Exclusive Revocable Fuel Delivery Permit on file with the Airport Manager.

- 3.4.5. FBO shall have a written Spill Prevention Contingency and Control Plan ("SPCC Plan") that meets Regulatory Measures for aboveground Fuel storage facilities. An updated copy of the SPCC Plan shall be filed with the Airport Manager at least 30 days prior to commencing operations.
- 3.4.6. FBO shall be liable and indemnify the Municipalities and Board for all leaks, spills, or other damage that may result through the handling and dispensing of Fuel.
- 3.4.7. Fuel delivered shall be clean, bright, pure, and free of microscopic organisms, water, or other contaminants. Ensuring the quality of the Fuel is the responsibility of FBO.
- 3.4.8. FBO shall maintain current Fuel reports on file, including total gallons of Fuel delivered by type, and make such reports available for auditing at anytime by the Airport Manager.

3.5. Fueling Equipment

- 3.5.1. FBO shall have two Jet Fuel Refueling Vehicles with one having a capacity of at least 5,000 gallons and one having a capacity of at least 2,000 gallons.
- 3.5.2. FBO shall have two Avgas Refueling Vehicles having a capacity of at least 750 gallons. A fixed Avgas refueling (self-fueling) system can be substituted for an Avgas Refueling Vehicle.
 - 3.5.2.1. A fixed Avgas refueling (self-fueling) system constructed or installed and maintained by an FBO for public commercial use shall be located in a location specified by the Airport Layout Plan.
- 3.5.3. Aircraft Refueling Vehicles shall be equipped with metering devices that meet all 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.
- 3.5.4. Each Refueling Vehicle shall be equipped and maintained to comply with all applicable safety and fire prevention requirements, standards, and Regulatory Measure including without limitation, those prescribed by:
 - 3.5.4.1. State of Illinois Fire Code and local Fire District;
 - 3.5.4.2. National Fire Protection Association (NFPA) Codes;
 - 3.5.4.3. Illinois Environmental Protection Agency;
 - 3.5.4.4. 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials".
 - 3.5.4.5. Applicable FAA Advisory Circulars (AC) including AC 00-34 "Aircraft Ground Handling and Servicing" and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on an Airport".

3.6. Equipment

- 3.6.1. FBO shall have the following equipment:
 - 3.6.1.1. Adequate Equipment for recharging or energizing discharged Aircraft batteries
 - 3.6.1.2. One Courtesy Vehicle (capable of accommodating seven passengers) to provide transportation of passengers, crews, and baggage to and from destinations on the Airport and local area hotels and restaurants
 - 3.6.1.3. Two Aircraft tugs (and tow bars) with at least one having a rated draw bar capacity sufficient to meet the towing requirement of the heaviest General Aviation Aircraft normally frequenting the Airport
 - 3.6.1.4. One deicing Vehicle
 - 3.6.1.5. One snow removal Vehicle
 - 3.6.1.6. Spill kits (as outlined in Rules and Regulations)
 - 3.6.1.7. Adequate number of approved and regularly inspected dry chemical fire extinguisher units shall be maintained within all hangars, on Apron areas, at Fuel storage facilities, and on all ground handling and Refueling Vehicles

- 3.6.1.8. All Equipment reasonably necessary for the proper performance of Aircraft Maintenance in accordance with applicable FAA regulations and manufacturers' specifications

3.7. Personnel

- 3.7.1. Personnel, while on duty, shall be clean, neat in appearance, courteous, and at all times, properly uniformed. Uniforms shall identify the name of the FBO and the employee and shall be clean, neat, professional, and properly maintained at all times.
- 3.7.1.1. Management and administrative personnel shall not be required to be uniformed.
- 3.7.2. FBO shall develop and maintain Standard Operating Procedures (SOP) for Fueling and ground handling and shall ensure compliance with standards set forth in FAA Advisory Circular 00-34A "Aircraft Ground Handling and Servicing." FBO's SOP shall include a training plan, Fuel quality assurance procedures and record keeping, and emergency response procedures to Fuel fires and spills. FBO's SOP shall also address: bonding and fire protection; public protection; control of access to Fuel storage facilities; and marking and labeling of Fuel storage tanks and Refueling Vehicles. FBO's SOP shall be submitted to the Airport Manager no later than 30 days before the FBO commences Activities at the Airport and annually thereafter.
- 3.7.3. FBO shall have three properly trained and qualified Employees on shift 1 and 2 and two properly trained and qualified Employees on shift 3 providing Aircraft Fueling, Parking, and ground services and support.
- 3.7.3.1. One supervisory Employee shall have been trained in an FAA approved fire safety program (14 CFR Part 139.321).
- 3.7.4. FBO shall have two properly trained and qualified Employees, on each shift (except from the hours of 10:00 PM to 6:00 AM), to provide customer service and support.
- 3.7.5. FBO (or approved Sublessee) shall have two Airframe and Powerplant Mechanics properly trained and qualified to perform Aircraft Maintenance on Aircraft frequenting the Airport.

3.8. Hours of Activity

- 3.8.1. Aircraft Fueling and passenger, crew, and Aircraft ground handling services, support, and amenities shall be continuously offered and available to meet reasonable demands of the public for this Activity seven days a week (including holidays) from 6:00 AM to midnight. Aircraft Fueling and passenger, crew, and Aircraft ground handling services, support, and amenities shall be available after hours, on-call, with response time not to exceed 60 minutes.
- 3.8.2. Aircraft Maintenance shall be continuously offered and available to meet reasonable demand of the public for this Activity five days a week, eight hours a day. Aircraft Maintenance shall be available after hours, on-call, with response time not to exceed 60 minutes.

3.9. Aircraft Removal

- 3.9.1. Recognizing that Aircraft removal is the responsibility of the Aircraft Owner/Operator, the FBO shall be prepared to lend assistance within 15 minutes upon request in order to maintain the operational readiness of the Airport. The FBO shall prepare an Aircraft removal plan and have the Equipment Readily Available that is necessary to remove the General Aviation Aircraft normally frequenting the Airport.

3.10. Insurance

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

4. AIRCRAFT MAINTENANCE OPERATOR (SASO)**4.1. Introduction**

- 4.1.1. An Aircraft Maintenance Operator is a Commercial Operator engaged in providing Aircraft Maintenance (as defined in 14 CFR Part 43) for Aircraft other than those owned, leased, and/or operated by (and under the full and exclusive control of) the Operator, which includes the sale of Aircraft parts and accessories.
- 4.1.2. In addition to the General Requirements set forth in Section 2, each Aircraft Maintenance Operator at the Airport shall comply with the following minimum standards set forth in this Section 4.
- 4.1.3. FBOs shall comply with the minimum standards set forth in Section 3 associated with Aircraft Maintenance.

4.2. Leased Premises

- 4.2.1. Operator engaging in this Activity shall have adequate land (see Section 2.5.1), Apron/Paved Tiedown (see Section 2.5.2), facilities, and Vehicle Parking (see Section 2.5.3) to accommodate all Activities of the Operator and all approved Sublessees, but not less than the following square footages for the specific type of Aircraft accommodated, which are not cumulative:

	Group I Piston and Turboprop Aircraft	Group II Piston and Turboprop Aircraft	Group I and II Turbojet Aircraft	Group III Turbojet Aircraft
Contiguous Land (Lessee Only)	15,000 SF	22,500 SF	30,000 SF	43,560 SF
Customer Area (Lessee)	400 SF	400 SF	400 SF	400 SF
Customer Area (Sublessee)	Accessible	Accessible	Accessible	Accessible
Administrative Area	300 SF	300 SF	300 SF	300 SF
Maintenance Area	1,000 SF	1,000 SF	1,250 SF	1,500 SF
Hangar	5,000 SF	7,500 SF	10,000 SF	15,000 SF

- 4.2.1.1. All required Improvements including Apron, facilities, and Vehicle Parking shall be located on Contiguous Land.
- 4.2.1.2. Facilities shall include customer, administrative, maintenance, and hangar areas.
 - 4.2.1.2.1. Customer area shall include adequate space for (or in the case of a Sublessee, immediate access to) customer lounge, public use telephone, and restrooms.
 - 4.2.1.2.2. Administrative area shall include adequate and dedicated space for employee offices, work areas, and storage.
 - 4.2.1.2.3. Maintenance area shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts and equipment.
 - 4.2.1.2.4. Hangar area shall be at least equal to the square footage required for the type of Aircraft Maintenance being provided (as identified above) or large enough to accommodate the largest Aircraft undergoing Aircraft Maintenance (other than Preventative Aircraft Maintenance), whichever is greater.

4.3. Licenses and Certification

- 4.3.1. An Operator conducting Turboprop or Turbojet Aircraft Maintenance shall be properly certificated as an FAA Repair Station.
- 4.3.2. All Operators' personnel shall be properly certificated, if applicable, by the FAA, current, and hold the appropriate ratings and medical certification for the work being performed.

4.4. Personnel

- 4.4.1. Operator shall provide a sufficient number of personnel to adequately and safely carry out Aircraft Maintenance in a courteous, prompt, and efficient manner and meet the reasonable demands of the public for this Activity.
 - 4.4.1.1. An Operator conducting Group I and Group II Piston Aircraft Maintenance shall employ one Airframe and Powerplant Mechanic and one customer service representative as Employees (on each shift).
 - 4.4.1.1.1. An Airframe and Powerplant Mechanic and/or non-certificated mechanic may fulfill the responsibilities of the customer service representative unless mechanic is performing duties off Airport.
 - 4.4.1.2. An Operator conducting Turboprop or Turbojet Aircraft Maintenance shall employ two Airframe and Powerplant Mechanics and one customer service representative as Employees (on each shift).
 - 4.4.1.2.1. An Airframe and Powerplant Mechanic and/or non-certificated mechanic may fulfill the responsibilities of the customer service representative unless mechanic is performing duties off Airport.
 - 4.4.1.3. An Operator conducting 100 hour, annual, or phase inspections shall employ an Airframe and Powerplant Mechanic certified as an IA (Inspection Authority).

4.5. Equipment

- 4.5.1. Operator shall provide sufficient Equipment, supplies, and availability of parts as required for certification as a Repair Station, as defined by 14 CFR Part 145.
- 4.5.2. Equipment requirements include tugs, tow bars, jacks, dollies, and other equipment, supplies, and parts required to perform the Activity.

4.6. Hours of Activity

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

4.7. Insurance

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

5. AVIONICS OR INSTRUMENT MAINTENANCE OPERATOR (SASO)**5.1. Introduction**

- 5.1.1. 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).
- 5.1.2. In addition to the General Requirements set forth in Section 2, each Avionics or Instrument Maintenance Operator at the Airport shall comply with the following minimum standards set forth in this Section 5.

5.2. Leased Premises

- 5.2.1. Operator engaging in this Activity shall have adequate land (see Section 2.5.1), Apron (see Section 2.5.2), facilities, and Vehicle Parking (see Section 2.5.3) to accommodate all Activities of the Operator and all approved Sublessees, but not less than the following square footages, which are not cumulative.

- 5.2.1.1. For Operators performing just benchwork (i.e., no removal and replacement services are being performed), the minimums, which are based upon the type of Aircraft avionics or instruments being tested and/or repaired, are as follows:

	Group I Piston and Turboprop Aircraft	Group II Piston and Turboprop Aircraft	Group I and II Turbojet Aircraft	Group III Turbojet Aircraft
Contiguous Land (Lessee Only)	10,890 SF	10,890 SF	10,890 SF	10,890 SF
Customer Area (Lessee)	400 SF	400 SF	400 SF	400 SF
Customer Area (Sublessee)	Accessible	Accessible	Accessible	Accessible
Administrative Area	300 SF	300 SF	300 SF	300 SF
Maintenance Area	1,000 SF	1,000 SF	1,250 SF	1,500 SF

- 5.2.1.2. For Operators performing services beyond benchwork (i.e., removal and replacement services are being performed), the minimums, which are based upon the type of Aircraft avionics or instruments being tested and/or repaired, are as follows:

	Group I Piston and Turboprop Aircraft	Group II Piston and Turboprop Aircraft	Group I and II Turbojet Aircraft	Group III Turbojet Aircraft
Contiguous Land (Lessee Only)	15,000 SF	22,500 SF	30,000 SF	43,560 SF
Customer Area (Lessee)	400 SF	400 SF	400 SF	400 SF
Customer Area (Sublessee)	Accessible	Accessible	Accessible	Accessible
Administrative Area	300 SF	300 SF	300 SF	300 SF
Maintenance Area	1,000 SF	1,000 SF	1,250 SF	1,500 SF
Hangar	5,000 SF	7,500 SF	10,000 SF	15,000 SF

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

- 5.2.1.4. Facilities shall include customer, administrative, maintenance, and hangar (if required) areas.

- 5.2.1.4.1. Customer area shall include adequate space for customer lounge, public use telephone, and restrooms.
- 5.2.1.4.2. Administrative area shall include adequate and dedicated space for employee offices, work areas, and storage.
- 5.2.1.4.3. Maintenance area shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts and equipment.
- 5.2.1.4.4. Hangar area (if required) 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 undergoing avionics or instruments, and/or removal and replacement services, whichever is greater.

5.3. Licenses and Certifications

- 5.3.1. Operator shall be properly certificated by the FAA as a Repair Station and by the Federal Communications Commission (FCC).
- 5.3.2. Personnel shall be properly certificated by the FAA and FCC, current, and hold the appropriate ratings and medical certification for the work being performed.

5.4. Personnel

- 5.4.1. Operator shall provide a sufficient number of personnel to adequately and safely carry out Activity in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services.
 - 5.4.1.1. Operator shall employ one technician and one customer service representative as Employees (on each shift).
 - 5.4.1.1.1. Technician may fulfill the responsibilities of the customer service representative unless technician is performing duties off-Airport.

5.5. Equipment

- 5.5.1. Operator shall provide sufficient shop space, Equipment, supplies, and availability of parts as required for certification as a Repair Station, as defined by 14 CFR Part 145.

5.6. Hours of Activity

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

5.7. Insurance

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

6. AIRCRAFT RENTAL OR FLIGHT TRAINING OPERATOR (SASO)**6.1. Introduction**

- 6.1.1. An Aircraft Rental Operator is a Commercial Operator engaged in the rental of Aircraft.
- 6.1.2. A Flight Training Operator is a Commercial Operator engaged in providing flight instruction.
 - 6.1.2.1. A person holding a current FAA flight instructor's certificate, who gives occasional flight instruction (does not advertise or proactively make available flight instruction) to an Aircraft Owner in the Aircraft Owner's Aircraft, shall not be deemed a Commercial Operator.
- 6.1.3. In addition to the General Requirements set forth in Section 2, each Aircraft Rental or Flight Training Operator at the Airport shall comply with the following minimum standards set forth in this Section 6.

6.2. Leased Premises

- 6.2.1. Operator engaging in this Activity shall have adequate land (see Section 2.5.1), Apron/Paved Tiedown (see Section 2.5.2), facilities, and Vehicle Parking (see Section 2.5.3) to accommodate all Activities of the Operator and all approved Sublessee(s), but not less than the following:
 - 6.2.1.1. Contiguous Land (Lessee only) – one-quarter acre (10,890 square feet) upon which all required Improvements including Apron, facilities, and Vehicle Parking shall be located.
 - 6.2.1.2. Apron/Paved Tiedowns (Lessee only) shall be adequate to accommodate four Aircraft having a minimum wingspan of 40 feet.
 - 6.2.1.2.1. If Operator utilizes a hangar for the full-time storage of Operator's entire fleet at the Airport, Paved Tiedowns are not required unless temporary Apron/Paved Tiedown storage (i.e., daytime) is required.
 - 6.2.1.3. Facilities shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned, leased, and/or operated by (and under the full and exclusive control of) Operator. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the minimum standards for an Aircraft Maintenance Operator.
 - 6.2.1.3.1. Customer area (Lessee) shall be at least 1,000 square feet to include adequate space for customer lounge, class/training rooms, public use telephone, and restrooms.
 - 6.2.1.3.2. Customer area (Sublessee) shall be at least 250 square feet to include adequate space for class/training rooms. Operator's customers shall have immediate access to customer lounge, public use telephone, and restrooms.
 - 6.2.1.3.3. Administrative area shall be at least 250 square feet to include adequate and dedicated space for employee offices, work areas, and storage.
 - 6.2.1.3.4. Hangar area (Lessee), if required, shall be at least 2,500 square feet or large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator, whichever is greater.
 - 6.2.1.3.5. Hangar area (Sublessee), if required, shall be large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator.
 - 6.2.1.3.6. Maintenance area, if required, shall be at least 250 square feet to include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts and equipment.

6.3. Licenses and Certifications

- 6.3.1. Personnel performing Aircraft proficiency checks and/or Flight Training shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certification for the Aircraft being utilized and/or Flight Training being provided.
 - 6.3.1.1. Flight Training Operators shall have at least one flight instructor with the appropriate ratings and medical certification to provide flight instruction.

6.4. Personnel

- 6.4.1. Operator shall provide a sufficient number of personnel to adequately and safely carry out Aircraft rental and/or Flight Training in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public/members seeking such services.
 - 6.4.1.1. Aircraft Rental Operators shall employ one flight instructor and one customer service representative as Employees (on each shift). A flight instructor can serve as a customer service representative.
 - 6.4.1.2. Flight Training Operators shall employ one flight instructor and one customer service representative as Employees (on each shift). A flight instructor can serve as a customer service representative. In addition, Flight Training Operators shall have available ground school instruction sufficient to enable student to pass the FAA written examinations for private pilot, commercial pilot, and instrument rating.

6.5. Equipment

- 6.5.1. Operator shall have available for rental or use in Flight Training, either owned by or under written lease to Operator and under the full and exclusive control of Operator, one properly certified and currently airworthy Aircraft equipped for and fully capable of flight under instrument conditions.
- 6.5.2. Flight Training Operators shall provide, at a minimum, adequate mock-ups, pictures, videotapes, or other training aids necessary to provide proper and effective ground school instruction.

6.6. Hours of Activity

- 6.6.1. An Aircraft Rental Operator and a Flight Training Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity.

6.7. Insurance

- 6.7.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Minimum Insurance Requirements.
- 6.7.2. Disclosure Requirement: Any Operator conducting Aircraft rental, sales, or Flight Training shall post a notice and incorporate within the rental and instruction agreements the coverage and limits provided to the renter or student by Operator, as well as a statement advising that additional coverage is available to such renter or student through the purchase of an individual non-ownership liability policy. Operator shall provide a copy of such notice to the Airport Manager.

6.8. Private Flying Club Operators

- 6.8.1. A Private Flying Club is an entity that has restricted membership.
 - 6.8.1.1. Each Private Flying Club member (owner) must have an ownership interest in Private Flying Club.
 - 6.8.1.2. Private Flying Club shall keep on file and available for review by the Airport Manager, 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.
- 6.8.2. Private Flying Club shall file and keep current with the Airport Manager:
 - 6.8.2.1. Copies of bylaws, articles of incorporation, operating rules, membership agreements, and the location and address of the club's registered office.
 - 6.8.2.2. Roster of all officers and directors including home and business addresses and phone numbers.
 - 6.8.2.3. Designee responsible for compliance with these Minimum Standards and other Regulatory Measures.
- 6.8.3. Private Flying Clubs shall not be required to meet the minimum standards (including the associated general requirements in Section 2.0) stipulated for Aircraft Rental or Flight Training Operators so long as the Private Flying Club's membership is restricted.
- 6.8.4. Private Flying Club Aircraft shall not be used by other than members (owners).
- 6.8.5. No member (owner) shall use Private Flying Club Aircraft for flight instruction of nonmembers.

7. AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (SASO)**7.1. Introduction**

- 7.1.1. 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).
- 7.1.2. 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.
- 7.1.3. In addition to the General Requirements set forth in Section 2, each Aircraft Charter Operator and Aircraft Management Operator at the Airport shall comply with the following minimum standards set forth in this Section 7.

7.2. Leased Premises

- 7.2.1. Operator engaging in this Activity shall have adequate land (see Section 2.5.1), Apron/Paved Tiedown (see Section 2.5.2), facilities, and Vehicle Parking (see Section 2.5.3) to accommodate all Activities of the Operator and all approved Sublessee(s), but not less than the following:
 - 7.2.1.1. Contiguous Land (Lessee only) – one-quarter acre (10,890 square feet) upon which all required Improvements including Apron, facilities, and Vehicle Parking shall be located.
 - 7.2.1.2. Apron/Paved Tiedowns (Lessee only) shall be adequate to accommodate four Aircraft having a minimum wingspan of 40 feet.
 - 7.2.1.2.1. If Operator utilizes a hangar for the storage of Operator's entire fleet at the Airport, no Paved Tiedowns will be required.
 - 7.2.1.3. Facilities shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned, leased, and/or operated by (and under the full and exclusive control of) Operator. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the minimum standards for an Aircraft Maintenance Operator.
 - 7.2.1.3.1. Customer area (Lessee) shall be at least 600 square feet to include adequate space for customer lounge, public use telephone, and restrooms.
 - 7.2.1.3.2. Customer area (Sublessee): Customers shall have immediate access to customer lounge (if appropriate), public use telephone, and restrooms.
 - 7.2.1.3.3. Administrative area shall be at least 250 square feet and shall include adequate and dedicated space for employee offices, work areas, and storage.
 - 7.2.1.3.4. Hangar area (Lessee), if required, shall be at least 2,500 square feet or large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator, whichever is greater.
 - 7.2.1.3.5. Hangar area (Sublessee), if required, shall be large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator.
 - 7.2.1.3.6. Maintenance area, if required, shall be at least 250 square feet and shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts and equipment.

7.3. Licenses and Certifications

- 7.3.1. Aircraft Charter Operators shall have and provide copies to the Airport Manager 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).
- 7.3.2. Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings in the Aircraft utilized and medical certifications for Activity.

7.4. Personnel

7.4.1. Operator shall provide a sufficient number of personnel to adequately and safely carry out Activity in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services.

7.4.1.1. Operator shall employ a chief pilot (Aircraft Charter Operator only) and one customer service representative (on each shift) as Employees.

7.5. Equipment

7.5.1. Aircraft Charter Operators shall provide, either owned or under written lease to Operator and under the full and exclusive control of Operator, one certified and continuously airworthy single-engine (instrument-qualified) Aircraft.

7.6. Hours of Activity

7.6.1. Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity five days a week, eight hours a day. After hours, on-call response time to customer inquiries shall not exceed 60 minutes.

7.7. Insurance

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

8. AIRCRAFT SALES OPERATOR (SASO)**8.1. Introduction**

- 8.1.1. An Aircraft Sales Operator is a Commercial Operator engaged in the sale of three or more new and/or used Aircraft during a 12-month period.
- 8.1.2. 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 this Section 8.

8.2. Leased Premises

- 8.2.1. Operator engaging in this Activity shall have adequate land (see Section 2.5.1), Apron/Paved Tiedown (see Section 2.5.2), facilities, and Vehicle Parking (see Section 2.5.3) to accommodate all Activities of the Operator and all approved Sublessee(s), but not less than the following:
 - 8.2.1.1. Contiguous Land (Lessee only) – one-quarter acre (10,890 square feet) upon which all required Improvements including Apron, facilities, and Vehicle Parking shall be located.
 - 8.2.1.2. Apron/Paved Tiedowns (Lessee only) shall be adequate to accommodate four Aircraft having a minimum wingspan of 40 feet.
 - 8.2.1.2.1. If Operator utilizes a hangar for the storage of Operator's entire fleet at the Airport (inventory), no Paved Tiedowns will be required.
 - 8.2.1.3. Facilities shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned, leased, and/or operated by (and under the full and exclusive control of) Operator. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the minimum standards for an Aircraft Maintenance Operator.
 - 8.2.1.3.1. Customer area (Lessee) shall be at least 500 square feet and shall include adequate space for customer lounge, public use telephone, and restrooms.
 - 8.2.1.3.2. Customer area (Sublessee): Customers shall have immediate access to customer lounge (if appropriate), public use telephone, and restrooms.
 - 8.2.1.3.3. Administrative area shall be at least 250 square feet and shall include adequate and dedicated space for employee offices, work areas, and storage.
 - 8.2.1.3.4. Hangar area (Lessee), if required, shall be at least 2,500 square feet or large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator, whichever is greater.
 - 8.2.1.3.5. Hangar area (Sublessee), if required, shall be large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator.
 - 8.2.1.3.6. Maintenance area, if required, shall be at least 250 square feet and shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts and equipment.

8.3. Dealership

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

8.4. Licenses and Certifications

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

8.5. Personnel

8.5.1. Operator shall provide a sufficient number of personnel to adequately and safely carry out Activity in a prompt and efficient manner adequate to meet the reasonable demand of the public seeking such services.

8.5.1.1. Operator shall employ one current commercial pilot.

8.6. Equipment

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

8.7. Hours of Activity

8.7.1. Operator shall be open and service shall be available to meet the reasonable demands of the public for this Activity five days a week, eight hours a day.

8.8. Insurance

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

9. SPECIALIZED COMMERCIAL AERONAUTICAL OPERATOR (SASO)

9.1. Introduction

9.1.1. A Specialized Commercial Aeronautical Operator is a Commercial Operator engaged in providing limited aircraft services and support (see Section 9.1.1.1), miscellaneous commercial services and support (see Section 9.1.1.2), sale of aviation fuel to its Airport based tenants (see Section 9.1.1.3) or air transportation services for hire (see Section 9.1.1.4).

9.1.1.1. **Limited Aircraft Services and Support** – are defined as limited Aircraft, engineer, or accessory support (for example, washing, cleaning, painting, upholstery, propeller, etc.) or other miscellaneous Activities directly related to Aircraft services and support.

9.1.1.2. **Miscellaneous Commercial Services and Support** – are defined as ground schools, simulator training, charter flight coordinators, aircrew management, or any other miscellaneous Activities directly related to supporting or providing support services for a Commercial Activity.

9.1.1.3. **Sale of Aviation Fuel** – defined as the sale of aviation fuel to the Commercial Operator's Airport based tenants only (meaning tenants of SASO that have a minimum of a thirty (30) day lease). The Commercial Operator shall be required to pay fuel flowage fees and maintain minimum uplift requirements at comparable rates or flowage fees and uplift requirements imposed on similarly situated tenants at the Airport.

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

9.2. Leased Premises

9.2.1. Operator engaging in this Activity shall have adequate land (see Section 2.5.1), Apron/Paved Tiedown (see Section 2.5.2), facilities, and Vehicle Parking (see Section 2.5.3) to accommodate all Activities of the Operator and all approved Sublessee(s), but not less than the following:

9.2.1.1. Contiguous Land (Lessee only) – one-quarter acre (10,890 square feet) upon which all required Improvements including Apron, facilities, and Vehicle Parking shall be located.

9.2.1.2. Apron/Paved Tiedowns (Lessee only) shall be adequate to accommodate four Aircraft having a minimum wingspan of 40 feet.

9.2.1.2.1. If Operator utilizes a hangar for the storage of Operator's entire fleet at the Airport, no Paved Tiedowns will be required.

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

9.2.1.3.1. Customer area (Lessee) shall be at least 500 square feet and shall include adequate space for customer lounge, public use telephone, and restrooms.

9.2.1.3.2. Customer area (Sublessee): If appropriate, customers shall have immediate access to customer lounge (if appropriate), public use telephone, and restrooms.

9.2.1.3.3. Administrative area (if appropriate) shall be at least 250 square feet or sufficient to accommodate the administrative functions associated with the Activity, whichever is greater, and shall include adequate and dedicated space for employee offices, work areas, and storage.

9.2.1.3.4. Hangar area (Lessee), if required, shall be at least 2,500 square feet or large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator, whichever is greater.

9.2.1.3.5. Hangar area (Sublessee), if required, shall be large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator.

- 9.2.1.3.6. Maintenance area, if required, shall be at least 250 square feet and shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts and equipment.

9.3. Licenses and Certifications

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

9.4. Personnel

- 9.4.1. Operator shall provide a sufficient number of personnel to adequately and safely carry out its Activity in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services.

9.5. Equipment

- 9.5.1. Operator shall have (based at the Airport), either owned or under written lease to (and under the full and exclusive control of) Operator, sufficient Vehicles, Equipment, and, if appropriate, one continuously airworthy Aircraft.
- 9.5.2. Operator shall have sufficient supplies and parts available to support the Activity.

9.6. Hours of Activity

- 9.6.1. Operator shall be open and services shall be available during hours normally maintained by entities operating competitive businesses at the Airport.

9.7. Insurance

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

10. TEMPORARY SPECIALIZED AERONAUTICAL SERVICE OPERATOR (SASO)**10.1. Introduction**

- 10.1.1. The Municipality recognizes that Aircraft Operators using the Airport may require specialized assistance with the maintenance of their Aircraft and/or Flight Training of their pilots. When assistance is not available on the Airport through an existing Operator due to either the specialized nature of the maintenance and/or Flight Training requirements, the Airport Manager may allow an Aircraft Operator to solicit and utilize the services of a qualified entity to provide said services.
- 10.1.2. In addition to the General Requirements set forth in Section 2, each Temporary Specialized Commercial Aeronautical Operator at the Airport shall comply with the following minimum standards set forth in this Section 10.

10.2. Scope of Activity

- 10.2.1. Operator shall conduct Activity on and from the Leased Premises of the Aircraft Operator in a first-class manner consistent with the degree of care and skill exercised by experienced Operators providing comparable products and services and engaging in similar Activities.

10.3. Permit

- 10.3.1. Aircraft Operator must submit written request to the Airport Manager on behalf of Temporary Specialized Aeronautical Service Operator (Operator).
- 10.3.2. Operator shall obtain a 30-day temporary permit (issued by the Airport Manager) prior to engaging in Activity on the Airport.
 - 10.3.2.1. Renewal shall be subject to the Operator's compliance with all terms of the temporary permit.
- 10.3.3. Operator shall comply with all requirements for the permitted Activities and limit service provided to those strictly stated on the temporary permit.
- 10.3.4. Aircraft Operators requiring after-hour or weekend service by a Temporary Specialized Aviation Service Operator must notify Airport Operations prior to Operator engaging in Activities on the Airport.
 - 10.3.4.1. Aircraft Operator is responsible for assuring compliance of all Regulatory Measures by the Temporary Specialized Aviation Service Operator while on the Airport.

10.4. Licenses and Certifications

- 10.4.1. Operator shall have and provide to the Airport evidence of all Agency licenses and certificates that are required.

10.5. Insurance

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

11. AIRCRAFT STORAGE OPERATOR (SASO)**11.1. Introduction**

- 11.1.1. An Aircraft Storage Operator is a Commercial Operator that develops, owns, and/or leases facilities for the purpose of selling or Subleasing (to the general public) Aircraft storage facilities and/or associated office or shop space to entities engaging in Commercial or Non-Commercial Aeronautical Activities.
- 11.1.2. In addition to the General Requirements set forth in Section 2, each Commercial Aircraft Storage Operator at the Airport shall comply with the following minimum standards set forth in this Section 11.

11.2. Scope of Activity

- 11.2.1. Operator shall use the Leased Premises for the purpose of: selling hangar and associated office or shop space; engaging in Subleasing of Aircraft storage facilities and associated office and shop space (as an Aircraft Storage Operator); or use by Operator (primarily for Operator's Aircraft and/or equipment).

11.3. Leased Premises

- 11.3.1. Operator engaging in this Activity shall have adequate land (see Section 2.5.1), Apron/Paved Tiedown (see Section 2.5.2), facilities, and Vehicle Parking (see Section 2.5.3) to accommodate all Activities of the Operator and all approved Sublessee(s), but not less than the following:

	Group I Piston and Turboprop Aircraft Hangar Storage	Group II Piston and Turboprop Aircraft Hangar Storage	Group I Turbojet Aircraft Hangar Storage	Group II Turbojet Aircraft Hangar Storage	Group III Turbojet Aircraft Hangar Storage
Contiguous Land	21,780 SF	32,670 SF	43,560 SF	54,450 SF	65,340 SF
Hangar	5,000 SF	7,500 SF	10,000 SF	12,500 SF	15,000 SF

- 11.3.1.1. All required Improvements including Apron, facilities, and Vehicle Parking shall be located on Contiguous Land.
- 11.3.1.2. The development of hangar(s) shall be limited to the following types of hangar structures:
- 11.3.1.2.1. Hangar – a single structure of not less than 2,500 square feet, completely enclosed.
- 11.3.1.2.2. Hangars – a single structure of not less than 5,000 square feet, subdivided and configured (although each unit shall not be less than 1,250 square feet) to accommodate individual bays for the storage of Aircraft.

11.4. Hours of Activity

- 11.4.1. Operator shall have facilities available for Sublessees' Aircraft removal and storage seven days a week (including holidays) 24 hours a day.

11.5. Insurance

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

12. NON-COMMERCIAL HANGAR OPERATOR**12.1. Introduction**

- 12.1.1. A Non-Commercial Hangar Operator is an entity that develops, constructs, and/or owns one or more hangar structures for the primary purpose of storing Aircraft used for Non-Commercial purposes only.
- 12.1.2. In addition to the General Requirements set forth in Section 2, each Non-Commercial Hangar Operator at the Airport shall comply with the following Minimum Standards set forth in this Section 12.

12.2. Scope of Activity

- 12.2.1. Operator shall use the Leased Premises for Aircraft owned or leased by (and under the full and exclusive control of) Operator for Non-Commercial purposes.
 - 12.2.1.1. Operator shall provide the Airport Manager with a copy of the Aircraft lease.
 - 12.2.1.2. The Airport Manager will determine if an Aircraft lease is commercially reasonable.
- 12.2.2. No Commercial Activity of any kind shall be permitted on or from the Leased Premises.
- 12.2.3. Operator shall not be permitted to Sublease any land or Improvements on the Leased Premises for any purpose.

12.3. Leased Premises

- 12.3.1. Operator engaging in this Activity shall have adequate land, Apron/Paved Tiedown (see Section 2.5.2), facilities, and Vehicle Parking (see Section 2.5.3) to accommodate all Activities of the Operator, but not less than the following square footages, which are not cumulative:

	Group I Piston and Turboprop Aircraft Hangar Storage	Group II Piston and Turboprop Aircraft Hangar Storage	Group I Turbojet Aircraft Hangar Storage	Group II Turbojet Aircraft Hangar Storage	Group III Turbojet Aircraft Hangar Storage
Contiguous Land	6,000 SF	12,000 SF	18,000 SF	24,000 SF	36,000 SF
Hangar	2,500 SF	5,000 SF	7,500 SF	10,000 SF	15,000 SF

- 12.3.1.1. All required Improvements including Apron, facilities, and Vehicle Parking shall be located on Contiguous Land.
- 12.3.1.2. The development of Non-Commercial hangar(s) shall be limited to the following types of hangar structures:
 - 12.3.1.2.1. Hangar – a single structure of not less than 2,500 square feet, completely enclosed.
 - 12.3.1.2.2. Hangars – a single structure of not less than 5,000 square feet, sub-divided and configured (although each unit shall not be less than 1,250 square feet) to accommodate individual bays for the storage of Private Aircraft.

12.4. Ownership Structure

- 12.4.1. Hangar development may be accomplished by any entity, including Associations.
 - 12.4.1.1. Association membership shall be contingent upon ownership interest in the Association of a proportionate share of the Non-Commercial hangar facility which shall consist of not less than one individual hangar, or an equal portion of the "common" hangar area which is consistent with the total number of members/shareholders (such area not to be less than 1,250 total square feet).

- 12.4.1.2. All members/shareholders of the Association shall be declared to the Airport Manager at the time the application for development and Activity is submitted. Thereafter, the Association and/or each member/shareholder of the Association shall be required to demonstrate ownership (as required herein) as requested by the Airport Manager from time to time. Association shall appoint (be represented by) one individual. The hangar facilities developed and utilized by the Association shall be exclusively for storage of Aircraft owned by the member(s)/shareholder(s) of the Association.
- 12.4.1.3. The Association may not utilize nor cause the Leased Premises to be utilized for speculative development of either the Leased Premises or the Improvements located thereupon.
- 12.4.1.4. Each member/shareholder of the Association shall be responsible and jointly and severally liable with all other members/shareholder for the Association's compliance with these Minimum Standards, and each member/shareholder of the Association shall, upon written request, provide appropriate written confirmation of membership status or share ownership. All Association members/shareholders declared to the Airport Manager in accordance with paragraph 12.4.1.2 hereof shall remain jointly and severally liable to the Board for the Association's compliance with these Minimum Standards, regardless of whether the membership or ownership of the Association changes, unless a release of the liability of a former Association member is approved in writing by the Board.

12.5. Insurance

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

13. NON-COMMERCIAL SELF-SERVICE FUELING PERMITTEE**13.1. Introduction**

- 13.1.1. All entities desirous of self-service Fueling shall be accorded a reasonable opportunity, without unlawful discrimination, to qualify and receive a Non-Commercial Self-Service Fueling Permit.
 - 13.1.1.1. Those entities that have Agreements granting them the rights to perform commercial Fueling (e.g., FBO) are not required to apply for a Non-Commercial Self-Service Fueling Permit.
- 13.1.2. This Section 13 sets forth the standards prerequisite to an entity desirous of engaging in Non-Commercial self-service Fueling at the Airport. Any entity engaging in such activities shall also be required to comply with all applicable Regulatory Measures pertaining to such activities.
- 13.1.3. In addition to the applicable General Requirements set forth in Section 2, each entity conducting Non-Commercial self-service Fueling activities at the Airport shall comply with the following minimum standards set forth in this Section 13.

13.2. Permit/Approval

- 13.2.1. No entity shall engage in self-service Fueling activities unless a valid Non-Commercial Self-Service Fueling Permit authorizing such activity has been obtained from the Board. Such entities shall herein be referred to as "Permittees".
- 13.2.2. The Permit shall not reduce or limit Permittee's obligations with respect to these Self-Service Fueling standards, which shall be included in the Permit by reference.
- 13.2.3. Prior to issuance and subsequently upon request by the Airport Manager, Permittee shall provide evidence of ownership or lease of any Aircraft being operated (under the full and exclusive control of) and Fueled by Permittee.
- 13.2.4. Permittee shall provide evidence of ownership or lease of Equipment and trained Permittee' Employees for purposes of engaging in self-service Fueling activities.

13.3. Reporting

- 13.3.1. Permittee shall report all Fuel delivered to the Permittee's Aircraft during each calendar month and submit a summary report along with appropriate fees and charges due the Board on or before the 10th day of the subsequent month.
- 13.3.2. Permittee shall during the term of the Permit and for 3 years thereafter maintain records identifying the total number of aviation Fuel gallons delivered. Records (and meters) shall be made available for audit to the Airport Manager. In the case of a discrepancy, Permittee shall promptly pay, in cash, all additional rates, fees, and charges due the Board, plus annual interest on the unpaid balance at the lesser of 18% or the maximum rate allowable by law from the date originally due.

13.4. Fuel Storage

- 13.4.1. Permittee shall arrange and demonstrate that satisfactory arrangements have been made for the storage of Fuel, as follows:
 - 13.4.1.1. through either an authorized FBO at the Airport,
 - 13.4.1.2. in a location off the Airport, and/or
 - 13.4.1.3. through the development of a fuel storage facility in a Board designated centralized fuel storage facility.
 - 13.4.1.3.1. Fuel storage facility is limited to a single 3,000 gallon below ground tank for each grade of fuel or a 2,000 gallon above ground tank.
- 13.4.2. Permittee shall be liable and indemnify the Municipalities and Board for all leaks, spills, or other damage that may result through the handling and dispensing of Fuel.

- 13.4.3. Fuel delivered shall be clean, bright, pure, and free of microscopic organisms, water, or other contaminants. Ensuring the quality of the Fuel is the responsibility of Permittee.

13.5. Fueling Equipment

- 13.5.1. Permittee shall be limited to a single Refueling Vehicle for each type of Fuel to be dispensed with a minimum capacity of 750 gallons. Avgas Refueling Vehicles shall have a maximum capacity of 1,200 gallons and Jet Refueling Vehicles shall have a maximum capacity of 3,000 gallons. All Refueling Vehicles shall be capable of bottom loading.
- 13.5.2. Each Refueling Vehicle, with the written permission of the Airport Manager, shall have the tail number of the Permittee's Aircraft prominently displayed in 12" characters.
- 13.5.3. Each Refueling Vehicle shall be equipped and maintained to comply at all times with all applicable safety and fire prevention requirements, standards, and Regulatory Measures including without limitation, those prescribed by:
- 13.5.3.1. State of Illinois Fire Code and local fire district;
 - 13.5.3.2. National Fire Protection Association (NFPA) Codes;
 - 13.5.3.3. Illinois Environmental Protection Agency;
 - 13.5.3.4. 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials".
 - 13.5.3.5. Applicable FAA Advisory Circulars (AC) including AC 00-34 "Aircraft Ground Handling and Servicing" and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on an Airport".
- 13.5.4. Prior to transporting Fuel onto the Airport, the Permittee shall provide the Airport Manager with a Spill Prevention Contingency and Control Plan (SPCC) that meets regulatory requirements. An updated copy of such SPCC Plan shall be filed with the Airport Manager at least 10 business days prior to actual implementation. Such plan shall describe, in detail, those methods that shall be used by the Permittee to clean up any potentially hazardous Fuel spills. The plan should include Equipment to be used, emergency contact personnel and their telephone numbers, and all other details as to how the Permittee would contain such a spill. This plan should also describe, in detail, what methods the Permittee intends to use to prevent any such spill from occurring.
- 13.5.5. In accordance with all applicable Regulatory Measures and appropriate industry practices, the Permittee shall develop and maintain Standard Operating Procedures (SOP) for Fueling and shall ensure compliance with standards set forth in FAA Advisory Circular 00-34A, entitled "Aircraft Ground Handling and Servicing". The SOP shall include a training plan, Fuel quality assurance procedures, record keeping, and emergency response procedures for Fuel spills and fires. The SOP shall also address the following: (1) bonding and fire protection, (2) public protection, (3) control of access to Refueling Vehicle storage areas, and (4) marking and labeling of Refueling Vehicles. The SOP shall be submitted to the Airport Manager no later than 10 business days before the Permittee commences self-fueling at the Airport and annually thereafter.

13.6. Limitations

- 13.6.1. Permittees shall not sell and/or dispense Fuels to Based Aircraft or Transient Aircraft that are not owned, leased, and/or operated by (and under the full and exclusive control of) Permittee. Any such selling or dispensing shall be grounds for immediate revocation of the Permit by the Airport Manager.
- 13.6.1.1. Revocation upon first violation will be for a period of one year.
 - 13.6.1.2. Revocation upon a second violation shall be permanent.

13.7. Insurance

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

14. COMMERCIAL OPERATING PERMIT**14.1. Application**

- 14.1.1. Any entity desiring to engage in a Commercial Aeronautical Activity at the Airport shall submit a written application to the Airport Manager for a Commercial Operating Permit (Permit).
- 14.1.2. The prospective Operator shall submit all of the information requested on the application form and thereafter shall submit any additional information that may be required or requested by the Airport Manager or the Board in order to properly evaluate the application and facilitate an analysis of the prospective operation including, but not limited to, verifiable history of experience, financial statements, reference, etc.
- 14.1.3. No application will be deemed complete that does not provide the Airport Manager with the information necessary to allow a meaningful assessment of Applicant's prospective operation and determine whether or not the prospective operation will comply with all applicable Regulatory Measures and be compatible with the Airport's Master Plan, Airport Layout Plan, or Land Use Plan (if any).
- 14.1.4. After the Board approves the application a Permit will be issued.

14.2. Permit**14.2.1. Commercial Aeronautical Activities**

- 14.2.1.1. The Permit will be valid as long as the Operator meets the following requirements:

- 14.2.1.1.1. The information submitted in the Application is current. The Operator shall notify the Airport Manager in writing within 15 days of any change to the information submitted in the application.

- 14.2.1.2. The Permit may not be assigned or transferred and shall be limited solely to the approved Activity.

- 14.2.1.3. The Permit and application shall be appended to the Agreement and become a material part thereof. 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 Permit and Agreement.

14.2.2. Temporary or Special Use Permit

- 14.2.2.1. The Airport Manager may issue a temporary or special use Permit that allows an entity to engage in specific Activities, in designated areas, and only for a specified period of time, not to exceed one year.
- 14.2.2.2. The Permit will be valid only during the time period specified and only as long as the Operator complies with all applicable Regulatory Measures.
- 14.2.2.3. The Permit may not be assigned or transferred and shall be limited solely to the approved Activity, the designated area, and the specified time period.

14.3. Existing Operator with an Existing Agreement**14.3.1. No Change in Scope of Activities**

- 14.3.1.1. An existing Operator with an existing Agreement may engage in the Activities permitted under the Agreement without submitting an application for Permit provided that the Operator is in compliance with all applicable Regulatory Measures.

14.3.2. Change in Scope of Activities

- 14.3.2.1. Prior to engaging in any Activity not permitted under the Agreement or changing or expanding the scope of the Activities permitted under the Agreement, the Operator shall submit an application and obtain a Permit prior to engaging in the Activity.

14.4. Non-Commercial Operators

- 14.4.1. A Permit is not required; however, the Operator shall comply with all applicable Regulatory Measures.

15. ATTACHMENT A (MINIMUM INSURANCE REQUIREMENTS)

	Fixed Base Operator	Aircraft Maintenance Operator	Avionics or Instrument Maintenance Operator	Aircraft Rental or Flight Training Operator	Aircraft Charter or Aircraft Management Operator	Aircraft Sales Operator	Specialized Commercial Aeronautical Operator	Temporary Specialized Aviation Service Operator	Aircraft Storage Operator	Non-Commercial Hangar Operator	Non-Commercial Self-Service Fueling Permittee	
COMMERCIAL GENERAL LIABILITY (Combined Single Limit)												
	Each Occurrence	\$5,000,000 Piston \$10,000,000 Turboprop/Turbine	\$10,000,000	\$1,000,000	\$1,000,000 Piston \$2,000,000 Turboprop/Turbine	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	
VEHICULAR LIABILITY (Combined Single Limit, Each Occurrence)												
	Non-Movement Area	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	
	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	
HANGAR KEEPER'S LIABILITY (Largest Aircraft Accommodated)												
SE Piston Group I	Each Aircraft	\$25,000,000 Each Aircraft \$15,000,000 Each Occurrence	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000			
	Each Occurrence		\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000		
ME Piston Group I	Each Aircraft		\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000		
	Each Occurrence		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000		
Turboprop Group I	Each Aircraft		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000		
	Each Occurrence		\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000		
Turboprop Group II	Each Aircraft		\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000		
	Each Occurrence		\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000		
Turboprop Group I	Each Aircraft		\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000		
	Each Occurrence		\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000		
Turboprop Group II	Each Aircraft		\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000		
	Each Occurrence		\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000		
Turboprop Group III	Each Aircraft		\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000		
	Each Occurrence		\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000		
AIRCRAFT AND PASSENGER LIABILITY (Each Occurrence)												
	SE Piston/Group I											
	ME Piston/Group I											
	Turboprop/Group I & II											
	Turboprop/Group I											
	Turboprop/Group II											
	Turboprop/Group III				\$10,000,000	\$10,000,000	\$10,000,000					
	Student and Renters				\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000				
ENVIRONMENTAL LIABILITY (\$1,000,000 Combined Single Limit, Each Occurrence and \$2,000,000 Aggregate)												
	Required	Required									Required	
WORKER'S COMPENSATION												
	Limits Based Upon Statutory Requirements											

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

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

Hangar Keeper's Liability to include Property damage for all non-owned Aircraft under the care, custody, and control of the Operator. Hangar Keeper's Liability insurance minimum limits shall be the greater of the limits identified in Table A or the aggregate value of aircraft capable and normally stored in the largest hangar of the Operator.

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

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

Environmental Liability to include bodily injury, Property damage, and environmental cleanup costs.

SE = Single engine aircraft.

ME = Multi engine aircraft