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**MINIMUM STANDARDS  
FOR  
AERONAUTICAL ACTIVITIES  
AND  
SERVICES**

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**Wichita Mid-Continent Airport**



**WICHITA AIRPORT  
AUTHORITY**

**EFFECTIVE: June 8, 2010**

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# **SECTION ONE – PREAMBLE & POLICY**

## **GENERAL**

The Wichita Airport Authority (“Authority”), as the owner and operator of the Wichita Mid-Continent Airport (“Airport”), acting by and through the City of Wichita’s Department of Airports (“Department”), does hereby establish the following Minimum Standards policy for the Airport:

These Minimum Standards: (1) establish the threshold entry requirements for those entities wishing to engage in Aeronautical Activities at the Airport including, but not limited to, the provision of aeronautical products, services, and/or facilities to the public, or for self-service purposes; (2) insure that those entities obtaining the approval of the Authority to engage in such activities are not exposed to unfair competition; and (3) protect the public from unsafe or inadequate or substandard aeronautical products, services, and facilities.

These Minimum Standards were developed taking into consideration: (1) the role of the Airport, (2) the range, level, and quality of aeronautical products, services, and facilities currently being provided at the Airport, (3) the future prospects for and the anticipated development of the Airport and the community, and (4) the promotion of fair competition at the Airport.

The uniform application of these Minimum Standards is considered essential to protect the public interest and ownership of the Airport, discourage substandard Operators, and protect Airport customers.

The purpose of these Minimum Standards is to encourage, promote, and ensure:

- 1) the delivery of high quality aeronautical products, services, and facilities to Airport customers;
- 2) the design and development of quality aeronautical facilities and improvements at the Airport;
- 3) safety and security by preventing unauthorized or unlicensed service providers;
- 4) the economic health of aeronautical businesses at the Airport;
- 5) the orderly development of Airport property;
- 6) the consistent establishment of policy to avoid conflict of interest and politically motivated pressures;
- 7) formalized baselines for lease development;
- 8) fostering of mutually beneficial landlord/tenant relationships by maintaining financially equitable treatment;
- 9) an environment that welcomes and encourages new service providers; and,
- 10) Helps the Airport System maintain its financial self-sustainability.

## **ADMINISTRATION AND POLICY OVERSIGHT**

The Authority has the ultimate policy-making authority for the Airport System, and will duly consider the advice and counsel of the Wichita Airport Advisory Board (“Airport Board”) and the Director of Airports (“Director”) when adopting its policies. The Director shall reasonably administer, interpret and enforce these Minimum Standards.

## **EFFECTIVE DATE AND AMENDMENT OF STANDARDS**

These Minimum Standards shall be effective on June 8, 2010, and shall remain in effect until such time that they are either repealed or amended. The Authority reserves the right to adopt such amendments to these Standards from time to time as it determines are necessary or desirable to reflect current trends of commercial airport activity and availability of property for lease, for the benefit of the general public, or the operation of the Airport. These Standards shall be reviewed by the Airport Board at least annually and updated or modified as necessary.

In adopting the standards set forth herein, the Authority expressly acknowledges that the same are subject to change by amendment or cancellation, in whole or in part, from time to time, by the Authority and that no rights shall accrue to any Airport user, FBO, SASO, Operator, Entity, or third party by virtue of this adoption of these Standards.

## **OWNER'S RIGHTS**

The establishment of these Minimum Standards does not alter the Authority's proprietary right to engage in the development of Airport property as it deems prudent, including development of Aeronautical Activities which are not otherwise conferred exclusively herein.

## **STANDARDS ARE MINIMUMS ONLY**

The standards and requirements in this policy are only minimums. All Operators are encouraged to exceed the minimums specified herein.

## **OPPORTUNITY TO QUALIFY TO PERFORM SERVICES**

A reasonable opportunity, without unjust discrimination, shall be afforded to all Applicants to qualify, or otherwise compete for, available Airport facilities and the furnishing of selected Aeronautical Services. Should the Authority determine that there are more qualified applicants seeking to provide a particular Commercial Aeronautical Service or Activity than there is space or demand at the Airport for such service, then the Authority may select the Commercial Aeronautical Service provider through a competitive solicitation, a Request for Proposals, or another process which allows the Authority, in its sole discretion, to determine the selected Operator or Lessee of the land or Improvements.

## **RIGHT TO SELF-SERVICE**

A Person may service his/her own Aircraft provided the Person does so himself/herself (or his/her Employees do so) using his/her vehicles, equipment, and resources and that the servicing is performed in accordance with all applicable safety regulations, these Minimum Standards, Authority policies, Rules and Regulations, and Authority Standard Operating Procedures, and any applicable Governmental Requirements or Regulatory Measures. Persons desiring to self-fuel their own aircraft shall obtain a Non-Commercial Self-Fueling Permit from the Authority.

## **APPLICABILITY**

No person may conduct a commercial business or provide an Aeronautical Service or Activity that is based on the Airport without an Agreement or Permit with the Authority.

The Minimum Standards do not apply to the Authority itself, to certificated air carriers operating from the Airport, to government entities engaged in emergency public safety services, or to individual persons operating Aircraft on the Airport who perform services on their own Aircraft with their own regular

employees and resources in accordance with Airport Rules and Regulations and applicable Regulatory Measures, and Agreement, Permit, or lease provisions.

These Minimum Standards are not intended to be all-inclusive. All Operators may be subject additionally to applicable federal, state and local laws, ordinances, codes, and regulations, that may pertain to their operation, construction, maintenance of facilities, or services provided, including Airport Rules and Regulations pertaining to all such services.

#### **SEVERABILITY**

In the event any covenant, clause, section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall in no way affect any other covenant, clause, section, condition or provision herein contained.

#### **NOTICES, REQUESTS FOR APPROVAL, APPLICATIONS, AND OTHER FILINGS**

Any notice, demand, request, consent, or approval that an Entity may, or is required to give to the Authority or Wichita Department of Airports under these Minimum Standards, shall be in writing, and shall be either personally delivered or sent by first class mail, postage prepaid, addressed as follows:

Wichita Airport Authority  
Wichita Mid-Continent Airport  
ATTN: Director of Airports  
2173 Air Cargo Road  
Wichita, KS 67209

#### **VARIANCES, WAIVERS AND DEVIATIONS**

The Authority reserves the right, in its sole discretion, to authorize variances or deviations from all or a portion of these Minimum Standards for the benefit of any government or governmental agency performing non-profit public services to the aviation industry, or performing emergency medical or rescue services to the public by means of Aircraft, or performing fire prevention or firefighting operations, or for law enforcement purposes. The Authority may further temporarily waive any of the Minimum Standards for non-governmental Operators where the Authority, in its sole discretion, deems such waiver to be in the best interest or welfare of the Airport's operation, and under special conditions and in unique circumstances that don't adversely affect public health or safety, Airport finances or operations, or violate any Governmental Requirements or Regulatory Measures, or FAA Grant Assurances. Such variances shall not amend or alter the Minimum Standards. All requests for variances or deviations shall be presented to the Director in writing.

#### **ENFORCEMENT**

The Director is responsible for the operation, management, maintenance, development, and security of the Airport and all Airport-owned and operated land, Improvements, facilities, vehicles, and equipment. Among other things, the Authority has authorized and directed the Director to:

- (1) interpret, administer, and enforce Agreements and these Minimum Standards; and
- (2) obtain and receive copies of all licenses, permits, certifications, ratings, Certificates of Insurance, and other documents required to be provided to or filed with the Authority under these Minimum Standards.

Failure to comply with the applicable Standards set forth herein may result in the suspension or revocation of the applicable activity Agreement or Permit issued to Operator, thereby removing any right of the Operator to conduct the activities granted on the Airport.

All official inquiries regarding these Minimum Standards and/or compliance therewith should be directed to the Director.

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## SECTION TWO – DEFINITIONS

The following terms shall have the following meanings for purposes of these Minimum Standards:

AC (ADVISORY CIRCULAR) – documents published by the FAA that contain information about standards, practices and procedures that the FAA has found to be acceptable for compliance with associated rules, laws, policies, or regulations.

AERONAUTICAL ACTIVITY - any activity or service commonly conducted at airports that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of Aircraft or another Aeronautical Activity, or which contributes to or is required for the safety of such operations.

The following functions, without limitation, which are commonly conducted on airports, are considered Aeronautical Activities within this definition:

- a. Aerial advertising and banner towing
- b. Aerial applications (crop dusting, agricultural aviation, firefighting, etc.) services
- c. Aerial photography or survey
- d. Air ambulance and medical transportation by Aircraft services
- e. Air carrier operations
- f. Aircraft airframe and powerplant repair and maintenance services
- g. Aircraft charter and air taxi services
- h. Aircraft management services
- i. Aircraft rental services
- j. Aircraft sales and services
- k. Aircraft washing, cleaning and detailing services
- l. Avionics, instrument, accessory or propeller repair services
- m. Commercial hangar operation and rental services
- n. Flight or Pilot training services
- o. Ground servicing of air carrier Aircraft and passenger services
- p. Into-plane fueling services for air carrier Aircraft
- q. Non-Commercial private hangar operation
- r. Private flying clubs
- s. Rental of Aircraft hangar, parking and tie-down space
- t. Sale of Aircraft parts
- u. Sale of aviation fuels, lubricants and petroleum products
- v. Sightseeing flight services
- w. Any other Activities which in, the sole judgment of the Authority, because of their direct relationship to the operation or repair of Aircraft, can appropriately be regarded as an Aeronautical Activity

AERONAUTICAL SERVICE - any Aeronautical Activity or service by an Entity that has a lease, sublease, license, permit, or Agreement from the Authority authorizing it to provide such service.

AGREEMENT - a written contract, executed by both parties, and enforceable by law between the Authority and an Entity granting a concession, transferring rights or interest in land and/or improvements, and/or otherwise authorizing and/or prohibiting the conduct of certain Activities. Such Agreement will recite the terms and conditions under which the Activity will be conducted at the Airport including, but not limited

to, term of the Agreement; rents, fees, and charges to be paid by the Entity; and the rights and obligations of the respective parties. For purposes of clarification in these Minimum Standards, the following terms may be substituted for the term Agreement: Lease, Sublease, Permit, or License.

AIRCRAFT - any contrivance now known or hereafter invented which is used or designed for navigation of or flight in air, except a parachute or other contrivance designed for such navigation but used primarily as safety equipment. This includes, but is not limited to, airplanes, airships, balloons, dirigibles, rockets, helicopters, gliders, gyrocopters, ground-effect machines, sailplanes, amphibians, and seaplanes.

AIRCRAFT MAINTENANCE – the repair, adjustment, maintenance, alteration, preservation, and/or inspection of Aircraft airframe or powerplant, including the replacement of parts. Major repairs include major alterations to the airframe, powerplant, or propeller, as defined in FAR Part 43. Minor repairs include normal, routine annual inspection with attendant maintenance repair, calibration, or adjustment of Aircraft airframe or powerplant and associated accessories. Preventive maintenance means simple or minor preservation operations and the replacement of small standard parts not involving complex assembly operations, as defined in FAR Part 43.

AIRCRAFT OPERATOR - a person who uses, causes to be used, or authorizes to be used an Aircraft, with or without the right of legal control (as owner, Operator, or otherwise), for the purpose of air navigation including the piloting of Aircraft, or on any part of the surface of the Airport.

AIRFRAME AND POWERPLANT MECHANIC - a person, certificated by the FAA, that performs and/or supervises the maintenance, preventive maintenance or alteration of an Aircraft or appliance, or a part thereof, for which he/she is rated, and may perform additional duties in accordance with certain Regulatory Measures.

AIRPLANE DESIGN GROUP – An FAA-defined grouping of airplanes based on wingspan. For purposes of these Minimum Standards, the term Airplane Design Group may be referred to as simply Group I or GI, etc.

The groups are as follows:

- Group I Up to but not including 49 feet; and
- Group II 49 feet up to but not including 79 feet; and
- Group III 79 feet up to but not including 118 feet; and
- Group IV 118 feet up to but not including 171 feet; and
- Group V 171 feet up to but not including 214 feet; and
- Group VI 215 feet up to but not including 262 feet.

AIRPORT - means the Wichita Mid-Continent Airport and all land, improvements, and appurtenances within the legal boundaries of the Airport as it now exists on the Airport Layout Plan (or Exhibit A of the most recent FAA grant) and as it may hereinafter be extended, enlarged, or modified.

AIRPORT BOARD – the Wichita Airport Advisory Board, which is the panel appointed by the City of Wichita, Sedgwick County, and the Regional Economic Area Partnership to provide advice and counsel to the Wichita Airport Authority on development and operations of the Wichita Airport System.

AIRPORT CERTIFICATION MANUAL - a document required by the FAA detailing the Airport's requirements as contained in 14 CFR Part 139.

AIRPORT LAYOUT PLAN (ALP) - The drawing (currently approved by the FAA) depicting the physical layout of the Airport and identifying the location and configuration of current and proposed runways, taxiways, buildings, roadways, utilities, nav aids, etc.

AIRPORT OPERATIONS AREA (AOA) - is a restricted area of the Airport, either fenced or posted, where Aircraft are parked or operated, or operations not open to the public are conducted. Areas include, but are not limited to, the Aircraft Ramps and Aprons, hangar areas, taxiways, runways, unimproved land attributed to the taxiways and runways, safety areas, and contiguous areas delineated for the protection and security of Aeronautical Activity.

AIRPORT SECURITY PROGRAM - a document required by the Transportation Security Administration detailing the Airport's requirements as contained in the applicable federal security regulations.

APPLICANT – an Entity desiring to develop facilities or use land and/or Improvements at the Airport to engage in Aeronautical Activities or Aeronautical Services, and who shall apply in writing and in the manner and form prescribed herein for authorization to engage in such activities at the Airport.

AUTHORITY - the Wichita Airport Authority, the government agency created under Kansas law which owns and operates the Wichita Airport System comprised of the Wichita Mid-Continent Airport and Colonel James Jabara Airport. The Authority is represented and has professional management provided by the City of Wichita Department of Airports.

AVIATION PURPOSES – see “Aeronautical Activity.”

CFR - Code of Federal Regulations.

COMMERCIAL – intended for the purpose of securing revenue, earnings, income, and/or compensation (including exchange for service), and/or profit, whether or not such objectives are accomplished. May also mean the exchange, trading, buying, hiring, providing, or selling of commodities, goods, services, or property on the Airport.

CONDOMINIUM OR CO-OPERATIVE (CO-OP) - an organization formed for purposes of self-fueling, self-servicing, and joint/shared hangaring of Aircraft.

DEPARTMENT – City of Wichita Department of Airports, acting on behalf of the Wichita Airport Authority. Authority is often used interchangeably to describe Department in this document.

DIRECTOR OF AIRPORTS (DIRECTOR) - the individual charged with the duty to manage, supervise, control, develop, maintain, regulate, and protect the Airport, or such other employee of the Department as the Director may from time to time designate to carry out the duties of the Director.

EMPLOYEE(S) - any individual employed by an Entity whereby said Entity collects and pays all associated taxes on behalf of Employee (i.e., social security and Medicare). The determination of status between “employee” and “contractor” shall be made according to then-current Internal Revenue Service standards.

ENTITY – Includes a person, persons, firm, partnership, limited liability partnership or corporation, agency, unincorporated proprietorship, association or group, or corporation, and includes any trustee, receiver, assignee, or other similar representatives.

EXCLUSIVE RIGHT - A power, privilege, or other right excluding or preventing another from enjoying or exercising a like power, privilege, or right. An Exclusive Right can be conferred either by express agreement, by the imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights, would be an Exclusive Right. Note: An Exclusive Right to conduct an Aeronautical Activity, which is forbidden by federal regulation, is distinguished from an exclusive right to occupy real estate, which is permitted by federal regulation under certain conditions.

FAA (Federal Aviation Administration) - the division within the Department of Transportation of the United States government that has the responsibility of promoting safety in the air, by both regulation and education.

FIXED BASE OPERATOR (FBO) - a Commercial Operator authorized and required, by Agreement with the Authority, to provide to the public the sale of products and services, and rental of facilities, as defined further in Section 4.1

GOVERNMENTAL REGULATIONS – May be used interchangeably with “Regulatory Measures.”

GRANT ASSURANCES - those contractual obligations that are described by law and are undertaken by a public airport sponsor as a condition of receipt of federal airport development grants or federal surplus property.

GRANTEE - means the term commonly used in various agreements to identify an Entity that has been granted certain rights while operating at the Wichita Mid-Continent Airport.

GRANTOR - the term commonly used in various agreements identifying the Wichita Airport Authority and/or the City of Wichita Department of Airports.

IMPROVEMENTS – all buildings, structures, and facilities including pavement, concrete, fencing, signs, lighting, and landscaping constructed, installed, or placed on, under, or above any land on the Airport.

MINIMUM STANDARDS - those qualifications, standards, and criteria set forth, by the Authority, as the minimum requirements that must be met as a condition for the right and privilege to engage in Aeronautical Activities or Services at the Airport.

NFPA- all codes, standards, rules, and regulations contained in the Standards of the National Fire Protection Association, as may be amended from time to time, and are incorporated herein by reference.

NON-COMMERCIAL - not for the purpose of securing earnings, income, compensation (including exchange of service) and/or profit.

OPERATOR - any Entity that has entered into an Agreement with the Authority or has subleased office, shop, hangar, or land from an authorized FBO or SASO to engage in Aeronautical Activities or Services (either Commercial or Non-commercial), and who shall be subject to the Minimum Standards set forth herein.

PERSON – means a natural person, corporation, partnership, trust, association, or other legal Entity.

PREMISES – the land and/or Improvements leased by an Operator for the conduct of Operator’s activities.

PRIVATE FLYING CLUB - a private non-commercial organization, whose members own equal shares, established to promote flying, develop skills in aeronautics, including pilotage, navigation, and awareness and appreciation of aviation requirements and techniques.

RAMP (OR APRON) - an area of the Airport within the AOA designated for the loading, unloading, servicing, or parking of Aircraft.

REGULATORY MEASURES – All Federal, state, county, local, and Airport, laws, statutes, codes, ordinances, policies, standards, rules and regulations, including, without limitation, those of the United States Department of Transportation, the United States Department of Homeland Security, TSA, FAA, EPA, OSHA, NFPA, ARFF Standard Operating Guidelines, the Airport Certification Manual, the Airport Security Program, the Airport’s Standard Operating Procedures, and Airport Authority Policies; all as may be in existence, hereafter enacted, and amended from time to time, which are applicable to the use of the Airport and the Operator’s activities, operations, or utilization of any leased premises thereon.

SASO (SPECIALIZED AERONAUTICAL SERVICE OPERATOR) - a Commercial Operator that provides any one or more of the following Aeronautical Activities or Services:

- a. Aircraft charter and air taxi services
- b. Aircraft management services
- c. Aircraft airframe and powerplant maintenance
- d. Aircraft rental
- e. Aircraft sales
- f. Avionics, instrument or propeller services
- g. Commercial Aircraft storage services
- h. Flight training
- i. Other specialized commercial aviation services
- j. Temporary specialized commercial aviation services

SELF-FUELING – the fueling or servicing of an Aircraft by the owner of the Aircraft or the owner’s employee using his/her own vehicles, equipment, and resources.

SELF-SERVICE - Fueling, maintenance, repair, cleaning, or other servicing of an Aircraft performed by the Aircraft owner (or the owner’s employee) using resources (goods) obtained by the Aircraft owner and vehicles or equipment owned by the Aircraft owner. 14 CFR Part 43 permits the holder of a pilot certificate to perform specific types of preventative maintenance on any Aircraft owned or operated by

the pilot. For a list of such preventive maintenance activities refer to 14 CFR Part 43. “Owned Aircraft” is an Aircraft that is owned or leased and operated under the full and exclusive control of the Aircraft owner or Operator.

SUBLEASE OR SUBCONTRACT - an Agreement entered into by an Entity with an Operator that transfers rights or interests in Operator’s Premises and is enforceable by law.

THROUGH-THE-FENCE OPERATION - direct access to the Airport from private property located contiguous to the Airport which provides access to the Airport’s runway and taxiway system or other infrastructure.

TSA - Transportation Security Administration of the U. S. Department of Homeland Security.

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## SECTION THREE – GENERAL REQUIREMENTS

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

### 1. EXPERIENCE/CAPABILITY

Operator or its key management personnel assigned to the Airport shall have such business background and shall demonstrate its business capability and financial responsibility and capacity to the satisfaction of, and in such manner as to meet with the approval of, the Authority.

Any prospective Operator seeking to conduct an Aeronautical Activity at the Airport shall demonstrate that they have the resources necessary to realize the business objectives established by the Operator. Section Eight – Application for Agreement (Application/Proposal Requirements) should be used as a guide to assist a prospective Operator in demonstrating resources and capabilities.

### 2. AGREEMENT REQUIRED

No Entity shall be permitted to use any land or Improvements, conduct any Aeronautical Activity or Service, or solicit business in connection therewith unless such activity is conducted in accordance with these Minimum Standards, as amended from time to time by the Authority; and unless the Entity has a valid Agreement or Permit with the Authority allowing the conduct of such specifically authorized activities on the Airport. In the event of a conflict between an Agreement and the Minimum Standards, the Agreement shall govern.

An Operator shall not engage in any commercial activity not specifically authorized by an Agreement or Permit.

### 3. PAYMENTS OF RENTS, FEES, AND CHARGES

All Operators shall comply with the Rates and Charges Policy enacted by the Authority or as otherwise specified in a written Agreement or Permit with the Authority.

### 4. PREMISES AND MISCELLANEOUS FACILITY REQUIREMENTS

Operator shall, at a minimum, lease the land and/or Improvements stipulated for the Activity in these Minimum Standards. All Commercial and Non-commercial Aeronautical Activities must be conducted on Airport property. Through-the-Fence operations shall not be permitted, other than for existing aircraft manufacturing tenants. However, requests for additional Through-the-Fence operations shall be reviewed and considered on a case-by-case basis, and any such operations shall meet all applicable Minimum Standards, as well as FAA and TSA requirements. Consideration for approval of future Through-the-Fence activities may only be approved for major large-scale aircraft manufacturing or maintenance facilities, and shall be subject to the review and approval of the FAA. Payment of appropriate access fees to the Authority shall be a condition of approval of future Through-the-Fence agreements.

Premises used for Commercial purposes that require public access shall have direct landside access for vehicle and customer access. Approved security procedures shall be applied to prevent unauthorized access to restricted areas.

Title and ownership of all facilities and improvements constructed on Authority real estate shall become vested with the Authority upon completion.

## **5. INDEPENDENT OPERATORS**

Independent Operators shall not be permitted. All persons running commercial businesses on the Airport shall be tenants holding an Agreement, or shall hold a Permit to allow the activity.

## **6. FACILITY MAINTENANCE**

Unless otherwise agreed to in writing, Operator shall, at its own expense, keep and maintain the Premises leased for its own use and all such improvements and facilities and additions thereto, constructed or installed by it or by Authority, in good repair and in clean, neat, orderly, and fully functional condition, reasonable wear and tear excepted, during the term of any Agreement, including all structural, interior, and exterior maintenance of all facilities, all landscaping, all utilities, all lighting, and all paved areas. Operator is also expected to provide all necessary cleaning services and waste removal, and replace any property that has been damaged by Operator's activities. More specific maintenance responsibilities shall be detailed in the Agreement.

Operator shall be responsible for snow removal on its aircraft ramps and other premises.

Operator shall provide at all times safe and clear passageways and access for emergency vehicles and other authorized users.

## **7. PRODUCTS, SERVICES AND FACILITIES**

An FBO may conduct any activity or activities, meeting the applicable standards specified herein, in addition to those specifically identified and required of an FBO in Section 4 - Fixed Base Operator.

A Specialized Aeronautical Service Operator (SASO) may engage in any of the permissible Aeronautical Activities identified for a SASO in Section 5 - Specialized Aeronautical Service Operator.

Operators are expected to (1) provide products, services, and facilities on a reasonable and not unjustly discriminatory basis to all consumers, (2) charge reasonable and not unjustly discriminatory prices (while being allowed to make reasonable discounts to volume purchasers), and (3) conduct Activities in a safe, efficient, and first class professional and workmanlike manner.

## **8. EXCLUSIVE RIGHTS**

No person shall be granted an exclusive right to conduct any Aeronautical Activity on the Airport as mandated by FAA regulations regarding exclusive rights and minimum standards for Aeronautical Activities.

The grant of an exclusive right for the conduct of any aeronautical activity, on an airport on which Federal funds, administered by the FAA, have been expended, is regarded as contrary to the requirements of applicable laws, whether such exclusive right results from an express agreement, from the imposition of unreasonable standards or requirements, or by any other means. However, certain circumstances may exist whereby exceptions to the granting of exclusive rights may occur:

- a. **Single Activity.** The presence on an airport of only one enterprise conducting Aeronautical Activities does not necessarily mean that an exclusive right has been granted. If there is no intent by express agreement, by the imposition of unreasonable standards, or by other means to exclude others, the absence of a competing activity is not a violation of this policy. This sort of situation frequently arises where the market potential is insufficient to attract

additional Aeronautical Activities. So long as the opportunity to engage in an Aeronautical Activity is available to those who meet reasonable and relevant standards, the fact that only one enterprise takes advantage of the opportunity does not constitute a grant of an exclusive right.

- b. Space Limitations. It will not be construed as evidence of intent to exclude others if all available Airport land or facilities suitable for a specific Aeronautical Activity is leased to a single entity if it can be reasonably demonstrated that the total space leased is presently required and will be immediately used to conduct the planned activity.
- c. Restrictions Based on Safety. Under certain circumstances, it is sometimes necessary to deny the right to engage in an Aeronautical Activity at an airport for reasons of safety.

## **9. NON-DISCRIMINATION**

Operator agrees to abide by those certain covenants and assurances required or recommended by the FAA, TSA, Kansas Department of Transportation (KDOT), United States Department of Transportation (USDOT) or by Federal or Kansas statute. In the event of breach of any such covenant, the Authority shall have the right to terminate any Agreement and to reenter and repossess any land and/or facilities thereon, and hold the same as if said Agreement had never been made or issued. It is further understood and agreed that the Authority shall have the right to take such action as the Federal Government may lawfully direct to enforce this obligation. In the event future covenants and/or assurances are required of the Authority by the USDOT, KDOT, FAA or TSA, which are applicable to an Agreement, Operator agrees that it will conform with the provisions thereof so long as the Agreement is in effect.

Operator shall not discriminate against any person or class of persons by reason of race, creed, color, national origin, sex, age, or physical handicap in providing any products or services or in the use of any of its facilities provided for the public, or in any manner prohibited by applicable Regulatory Measures including without limitation Part 21 of the Rules and Regulations of the office of the Secretary of Transportation effectuating Title VI of the Civil Rights Act of 1964, as amended or reenacted.

## **10. LICENSES, PERMITS, CERTIFICATIONS, AND RATINGS**

Operator shall obtain, maintain, and display in a prominent location all applicable licenses, permits, certifications and/or ratings for the activities specified herein and shall, upon request, provide copies to the Authority.

## **11. PERSONNEL**

Operator shall have in its employ, on duty, and on Premises during Hours of Activity, courteous, properly trained, fully qualified and certificated (if applicable), and current in the function/position for which they are employed and working, 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. Operator shall also maintain, during all business hours, a responsible person in charge to supervise the operations on the Premises with the authorization to represent and act for and on behalf of Operator.

Employee Appearance and Conduct - Operator shall be responsible for the conduct, demeanor, and appearance of its officers, agents, employees and representatives. Employees on duty shall wear uniforms bearing company logo or wear other suitable business attire. Employees shall be trained by Grantee to render high quality, courteous, and efficient service. Grantee shall closely supervise service personnel to assure a high standard of service.

No offensive or profane language or symbols may be worn or displayed by any employee while on the Airport. Each employee will conduct themselves in a professional manner at all times.

Upon receipt of a written objection from the Director concerning the conduct or demeanor of any of Operator's employees, Operator shall promptly eliminate the basis for the objection and shall take any action reasonably necessary to prevent a recurrence of the same or similar conduct or demeanor.

Employees not adhering to the above requirements, in the opinion of Director, will be asked to immediately comply or leave the Airport until such time they are in full compliance.

## **12. AIRCRAFT, VEHICLES, AND EQUIPMENT**

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

## **13. HOURS OF ACTIVITY**

Hours of activity shall be clearly posted in public view using appropriate signage.

## **14. COMPLIANCE WITH REGULATORY MEASURES REGARDING SAFETY AND SECURITY, HEALTH AND ENVIRONMENTAL PROTECTION**

Authority has overall responsibility for safety, Aircraft rescue/ firefighting, law enforcement and security at the Airport as described in 14 CFR Part 139 and 49 CFR Part 1542, among other regulations. Standards and procedures for meeting these requirements are defined in the Airport Certification Manual, the Airport Security Program, and the Airport Standard Operating Procedures. Applicable portions of these standards and procedures may apply to certain Operators on the Airport.

Operators shall obey all rules and regulations promulgated from time to time by the U.S. Department of Transportation, U.S. Department of Homeland Security, the FAA, the TSA, the EPA, the Kansas Department of Transportation, the Kansas Division of Aeronautics, the Kansas Department of Health and Environment, the City of Wichita, and the Authority governing the conduct and operation of the Airport and its facilities. In the event the Authority is lawfully assessed and pays a fine because of an act or omission of Operator, its employees, agents, customers, and invitees, in violation of any Regulatory Measure or this Section, Operator shall reimburse the Authority for such payment within thirty (30) days of the Authority providing such notice of payment. Nothing in this provision shall prevent an Operator from contesting in good faith such fine.

Operators whose facilities have direct access to the AOA, or other secured, sterile or restricted area, shall develop, maintain, and comply with a security program that has been approved by the Authority, and shall also comply with the Airport Security Program.

Operator shall at all times and in all respects comply with local, State, and Federal laws ordinances, regulations, and orders relating to environmental protection, industrial hygiene, or the use, generation, manufacture, storage, disposal, or transportation of Hazardous Materials on, about, or from the Airport.

## **15. INDEMNIFICATION AND INSURANCE**

Operators shall not commence operations or construction until Operator has obtained the types and amounts of required insurance and until such insurance has been reviewed by the Authority or a Certificate of Insurance is received indicating required coverage. All prospective and existing

Operators shall provide to the Authority's satisfaction evidence of their ability to procure and maintain insurance coverage in the amounts stipulated for each particular type of activity according to the insurance requirements established by the Department in consultation with its risk management agent(s) or insurance carriers, as may be amended from time to time. The limits stipulated for each Activity represent the minimum coverage and amounts that shall be maintained by Operator to engage in Activities at the Airport. Operator shall conduct its own analysis, in conjunction with its own risk management agent(s), to determine if additional coverage is needed.

The current minimum insurance requirements are specified in Appendix Two, and they are subject to periodic modifications. Current requirements are kept on file with the Department.

Operator shall protect, defend, and hold the Authority and the City and their officers and employees, individually and collectively, completely harmless from and against liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of or incidental to an Agreement and/or the use or occupancy of the leased/assigned Premises by Operator, or the acts or omissions of Operator, its officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, except to the extent such injury, death or damage is caused by the act or omission of Authority, its agents, representatives, contractors or employees. Authority shall give to Operator reasonable notice of any such claims or actions.

Policies of insurance shall be in a form and with companies (authorized to write insurance in the State of Kansas) satisfactory to the Authority having an A.M. Best rating of B+, VIII or better. Operator shall be fully responsible for any insurance policy deductible(s) for which the required insurance applies. The Authority and City shall be named as additional insureds on all required policies. Required policies shall not be cancelled or altered without 30 days advance written notice to the Authority. Required policies shall cover and protect the Authority and City and their officers and employees, individually and collectively.

If required insurance coverage is cancelled, changed in coverage, or reduced in limits, Operator shall, within 30 days but in no event later than the effective date of cancellation, change or reduction, provide to the Authority a certificate showing that insurance coverage has been reinstated or provided through another carrier. Failure to provide required insurance is an event of default under a Lease, Agreement or Permit with the Authority.

## **16. TAXES AND ASSESSMENTS**

Operator shall, at its sole cost and expense, pay all taxes, fees, and other charges that may be lawfully levied, assessed, or charged by any duly authorized governmental body associated with Operator's Premises, Operator's improvements or equipment on Premises, and/or Operator's Activities.

## **17. MULTIPLE ACTIVITIES**

When more than one Activity is conducted, the minimum requirements shall vary, as reasonably determined by the Director, depending upon the nature of each Activity or combination of Activities, but shall not necessarily be cumulative.

## **18. NEW ACTIVITIES**

Aeronautical Activities may be proposed that do not fall within the categories designated herein. In any such cases, appropriate minimum standards shall be developed at such time on a case-by-case basis for such Activities and/or incorporated into the Operator's Agreement.

## **19. EXISTING AGREEMENTS**

It is understood that the establishment of these Minimum Standards is not retroactive and will not alter certain provisions or requirements of existing Agreements or Permits between the Authority and existing Operators.

All entities will become subject to these standards immediately following the expiration, termination, and/or modification of any Agreement through extension, renewal, or significant amendment, addendum, or other means. Compliance with these Standards shall be required as a condition of approval to modify, extend, or renew an existing Agreement.

## **20. CONSTRUCTION/ALTERATIONS**

Construction of all Improvements and alterations, including but not limited to, offices, hangars, access roads, access taxiways, stormwater and drainage facilities, vehicle parking areas and Aircraft Ramps/Aprons and parking areas, shall be in accordance with design and construction standards established by the Authority, and in accordance with applicable federal, state and local codes, ordinances, laws, standards, and rules and regulations. Operator shall not proceed with any construction, remodeling, demolition, or installation of infrastructure on the Premises without first submitting detailed construction plans and specifications to the Director and obtaining written approval of plans and specifications for such work from the Director.

The approval by Director of plans and specifications shall not constitute a representation or warranty that such plans and specifications comply with the requirements of any governmental agency or code, and responsibility therefore shall at all times remain with the Operator.

FAA form 7460-1, "Notice of Proposed Construction or Alteration" will be filled out by an Operator in consultation with the Authority and submitted by Authority to the FAA in order to initiate the required airspace study. An unobjectionable determination from the FAA shall be received prior to commencement of construction of any structures.

Appropriate performance and payment bonds and insurance shall be maintained during all periods of construction.

All structures placed upon the Operator's Premises shall be of permanent construction. No portable, temporary, or modular structures shall be permitted. No short-term leased structures shall be permitted, except during periods of construction on the Premises.

When improvements to the Premises are required to meet the terms of an Agreement, Operator shall commence construction within the time period specified in the Agreement. The Operator's failure to commence or complete construction within the approved timelines will be an event of default.

### **Aircraft Parking Ramps/Aprons and Paved Tie-Down Areas**

Aircraft Parking Ramps/Aprons and Paved Tie-Down areas shall be paved with concrete in accordance with Authority and FAA design guidelines for the largest and heaviest aircraft or other vehicle anticipated to use the ramp on a regular basis. The ramps shall be adequately sized to accommodate the movement, staging, and parking of Aircraft expected to use the area without interfering with the movement of Aircraft in and out of other facilities and Aircraft operating in common taxilanes or taxiways.

### **Hangar Ramps**

Ramps associated with hangars shall be sufficient, in size, 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 moving in and out of other facilities and/or Aircraft operating in taxilanes or taxiways. Hangar ramps shall generally be no smaller than 1.5 times the square footage of the hangar bay, unless specified otherwise in a specific standard.

### **Automobile Parking**

Paved Automobile Parking shall be in an amount to either comply with city codes, or sufficient to accommodate all of the Operator's and its tenant's customers, employees, visitors, vendors, and suppliers on a daily basis, whichever is greater. Paved automobile parking shall be entirely on Operator's Premises and located in close proximity to the Operator's main facility. On-street vehicle parking is not allowed. Parking lots shall be paved with curb and gutter and proper drainage. All driveways, and access points for fuel delivery trucks, shall be paved with concrete.

### **Stormwater and Drainage**

Leaseholds shall be sufficiently sized to include all required improvements on-site, including any on-premises water quality or drainage facilities necessary to comply with applicable regulations and the Airport Stormwater Pollution Prevention Plan (SWPPP). All stormwater detention facilities shall be constructed and maintained at Operator's expense. Drainage and detention facilities shall be designed in accordance with Authority and FAA guidelines, and shall not create a wildlife attractant. However, upon approval of the Authority, on-premises detention facilities may not be required if the leasehold is in an area of the Airport which already has sufficient stormwater drainage facilities and capacity and the tenant is permitted to utilize the master drainage system. Operator may be required to participate in the pro-rata sharing of costs to construct and provide centralized drainage facilities. Operators shall be required to follow Best Management Practices for stormwater treatment in accordance with Authority and City policies.

### **Utilities**

Operators shall generally be responsible for providing all necessary utility services to their Premises, at their own cost and expense. However, the Authority may choose to install certain utilities, and in such an event, the Operator may be required to participate in the pro-rata sharing of costs to construct and provide such utilities.

### **Landscaping**

Operators shall install and maintain, at their own expense, approved landscaping on its Premises in accordance with the Authority's design guidelines and Standard Operating Procedures. Landscaping shall not create a wildlife attractant.

### **Special Assessments**

Operators may be required to participate in pro-rata sharing of costs through special assessments when common use infrastructure (e.g., utilities, roadways, taxiways, drainage systems, etc.) must be developed and installed by the Authority to serve Operator's needs.

## **21. SUBLEASE ACTIVITY**

All Sublease Agreements require the prior written approval of the Authority, except for Subleases for aircraft storage space and offices normally leased out by FBOs and Commercial Hangar Operators. All commercial activities proposed to be conducted on an Operator's Premises by a sublessee shall receive the prior written approval of Authority.

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# SECTION FOUR – FIXED BASE OPERATOR

## 1. DEFINITION

A Fixed Base Operator (FBO) is a Commercial Operator engaged in the sale or rental of products and services, and which shall provide facilities that shall be required to include, at a minimum, the following mandatory Activities at the Airport:

- a. Sales of Aviation fuels (Jet Fuel and AvGas) and lubricants;
- b. Aircraft Line and ground support services;
- c. Passenger, crew and customer services support and facilities;
- d. Aircraft ramp tie-down and parking;
- e. Indoor Aircraft storage and hangar rental (transient and long term);
- f. Air conditioned office space, flight planning/briefing area with appropriate resources, waiting lounge, conference room, telephone facilities, food & beverage vending, restroom facilities;
- g. Disabled Aircraft recovery services; and
- h. Major Aircraft Airframe and Powerplant Maintenance certificated under FAR Part 145.

In addition to the General Requirements set forth in Section Three, each Fixed Base Operator at the Airport shall comply with the Minimum Standards set forth in this Section Four.

An FBO may Subcontract Major Aircraft Airframe and Powerplant Maintenance to a qualified SASO (i.e., a SASO can fulfill this mandatory requirement of an FBO) provided that the Subcontract and/or Sublease Agreement are approved in writing in advance by the Authority and the subcontractor obtains a Permit from the Authority to conduct such business. SASOs must meet all applicable requirements for the Subcontracted operation. The FBO shall remain primarily responsible for any services performed by a subcontractor and the compliance by such subcontractor with these Minimum Standards.

In addition to the required services listed above, an FBO may also engage in any additional SASO (Specialized Aeronautical Services Operator) activity outlined in these Standards that it may wish to offer, so long as the Authority approves in advance the addition of those services or activities. An FBO may also provide other commercial operations not identified in these Standards that are complementary and/or supportive of aviation activities provided such additional services are approved in writing by the Authority.

SASOs can Sublease space from an FBO in order to meet Minimum Standards for the SASO activity as long as the FBO meets the Premises requirement for both the FBO and the SASO activity, and prior Authority approval is obtained in writing.

## 2. PREMISES & FACILITIES

AREA TYPE	MINIMUM SIZE
Leasehold Ground	217,800 SF (5 acres)
Paved Aircraft Ramp and Apron	130,680 SF (3 acres)
Storage Hangar(s)	30,000 SF (no unit smaller than 8,000 SF)
Maintenance Hangar & Shops	10,000 SF
Terminal, lobby & customer space	5,000 SF
Vehicle parking (paved, on-site)	50 spaces, or as required by city code
AREA TYPE	MINIMUM SIZE
Jet fuel storage tanks	20,000 gallons
AvGas fuel storage tanks	10,000 gallons
Jet fuel mobile refueling vehicles	2 each of 2,000 gallons
AvGas mobile refueling vehicles	1 each of 750 gallons

Leasehold Ground area to meet primary requirement shall be contiguous. FBO may be permitted to have additional non-contiguous land for its operations.

Ramp area shall provide paved transient Aircraft parking having the weight-bearing capacity to accommodate the largest Aircraft typically handled or serviced by the FBO. Ramp area shall include adequate space to accommodate the number, type, and size of based/transient Aircraft requiring tie-down space at the Operator's Premises, but no less than 20 paved tie-down spaces.

Building/Facility area shall include a customer area having adequate space for air conditioned customer lounge, pilot lounge, flight planning area and equipment, conference rooms, public use telephone and restrooms, and an administrative area having adequate and dedicated space for employee offices, work areas, and storage.

If the FBO engages in additional Commercial Activities (beyond those required in this section), the FBO shall comply with the space requirements stipulated for each additional activity; however, the requirements shall not necessarily be cumulative.

## 3. FUEL STORAGE

FBO shall demonstrate that satisfactory arrangements have been made with a recognized aviation petroleum distributor for delivery of aviation fuels in such quantities as are necessary to meet the requirements set forth herein.

An FBO shall have a fixed above-ground fuel storage tank system (in a location approved by Authority), containing safety fixtures, and filtration systems to ensure fuel quality in accordance with applicable standards. All storage tanks and ancillary facilities shall be built, installed, operated and maintained by the Operator at its own expense in accordance with all federal, state, local, and Authority regulations, as well as any requirements of the petroleum distributor.

The fuel farm system shall have at least 20,000 gallons of storage for Jet-A fuel, and 10,000 gallons of AvGas, or a three (3) day peak supply, whichever is greater. If the FBO provides fuel to the military, additional storage and mobile refueling capacity for military-grade fuels shall be as required by the military contracts. The storage system must include adequate fuel spill prevention features and containment capabilities together with an approved fuel Spill Prevention Countermeasures and Control Plan (SPCC) that must be submitted to the Department and kept current by Operator.

If FBO is providing into-plane service to scheduled air carriers, it shall have the capability necessary to refuel the largest Aircraft normally frequenting the Airport.

FBO shall meet all applicable standards necessary for the storage of fuel for general aviation and scheduled air carriers. Further, all 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.

FBO shall provide for the lawful and sanitary handling and timely disposal, away from the Airport, of all solid waste, regulated waste, and other materials including, but not limited to, used oil, solvents and other regulated waste. FBO shall provide monthly fuel reports, including total gallons of fuel delivered by type and category, to the Department.

#### **4. FUELING EQUIPMENT**

An FBO shall be required to comply with and/or provide the following:

Fuel-dispensing equipment, meeting all applicable Regulatory Measures for each type of fuel dispensed.

Adequate bonding wires, continuously inspected and maintained, on all fueling equipment.

Spill kits for both fixed and mobile fuel storage tanks.

An adequate supply of properly located fire extinguishers and/or equipment as required by applicable fire codes.

FBOs are required to provide both Jet A and 100LL AvGas, and if military or government aircraft servicing is anticipated by the Operator, the FBO shall also provide the appropriate grade of military fuel.

##### **Mobile Refueler Size/Quantity:**

- At least one (1) AvGas 100LL refueler with a 750 gallon minimum capacity
- At least two (2) Jet-A refuelers with a 2,000 gallon minimum capacity
- At least one (1) JP refueler with 2,000 gallon minimum capacity (only required only if FBO is providing military fueling services)
- At least two (2) additional Jet-A refuelers with a 5,000 gallon minimum capacity (only required if FBO has airline fueling contracts)

Mobile refueling vehicles (refuelers) shall be designed and built for the purpose of fueling Aircraft, self-propelled, be properly marked/labeled with type of fuel being carried, equipped with a metering device, and have separate dispensing pumps for each grade of fuel. Jet A refuelers shall have the capability to provide “over-the-wing”, “single point”, and “bottom-loading” capability).

Proper storage and staging of refuelers shall be in accordance with all applicable Regulatory Measures.

#### Backup Equipment:

An FBO having only one (1) refueler shall be required to have immediate access to the use and operation of a temporary replacement refueler should the primary vehicle used to meet these Minimum Standards become inoperative and/or unable to dispense fuel. Such access shall be conveyed through written agreement clearly stating the terms and conditions under which refueler shall be made available to FBO. Copies of such agreement shall be made available to the Director upon request.

#### Self-Service Fueling Equipment

In addition to the required mobile refueling vehicles and storage tanks listed above, an FBO is permitted to also sell fuel using pilot self-service from separate fixed dispensing pumps installed for that purpose in an Authority-approved location on its leased Premises. Storage capacity of those self-service tanks may be in a size chosen by the Operator and approved in writing by the Authority. An FBO is not required to offer both Jet-A and AvGas self-service fuel, but may elect to provide both if customer demand dictates.

#### Use of Equipment

With respect to the use and operation of the equipment described herein, FBO shall be liable for any leaks, spills and/or other damage that may result from the handling, storage, or dispensing of fuel.

### 5. OTHER EQUIPMENT

In regards to Aircraft line service activities, FBO shall provide and maintain adequate Equipment for:

- Tie-down facilities, including rope, chains and other types of restraining devices (e.g. wheel chocks);
- Adequate loading, unloading and towing equipment (tugs and towbars) to safely and efficiently move Aircraft as necessary;
- Repairing and inflating Aircraft tires and servicing struts;
- Changing oil;
- Washing Aircraft and Aircraft windows;
- Recharging or energizing discharged Aircraft batteries;
- Oxygen, nitrogen, and compressed air;
- Lavatory servicing;
- Ground power and air conditioning/heating;
- Aircraft deicing;
- Engine pre-heating
- Cleaning and deodorizing both the interior and exterior of Aircraft;
- Contacting service personnel;
- Tools and jacks for removal of disabled Aircraft from the Airfield;
- Crew/courtesy vehicles.

The quantity of such equipment shall be based upon that required to support the Aircraft normally frequenting the FBO's Premises to include backup/replacement equipment.

### 6. PERSONNEL

Operator shall have in its employ, on duty, and on Premises during Hours of Activity, courteous, properly trained, fully qualified and certified (if applicable), and current in the function/position for which they are employed and working, 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. Operator shall also maintain, during all business hours, a responsible person in charge to supervise the operations on the Premises with the authorization to represent and act for and on behalf of Operator.

**Employee Appearance and Conduct:**

Operator shall be responsible for the conduct, demeanor, and appearance of its officers, agents, employees and representatives. Employees on duty shall wear uniforms or other suitable business attire consisting of a clean shirt or blouse (bearing company logo), pants or skirt, and shoes or dress boots with socks (no sandals permitted). Uniforms will be of a consistent color theme. Employees shall be trained by Grantee to render high quality, courteous, and efficient service. Grantee shall closely supervise service personnel to assure a high standard of service.

Upon receipt of a written objection from the Director concerning the conduct or demeanor of any of Operator's employees, Operator shall promptly eliminate the basis for the objection and shall take any action reasonably necessary to prevent a recurrence of the same or similar conduct or demeanor.

No offensive or profane language or symbols will be worn or displayed by any employee. Each employee will conduct them self in a professional manner at all times.

Employees not adhering to the above requirements, in the opinion of Director, will be asked to immediately comply or leave the Airport until such time they are in full compliance.

## **7. HOURS OF ACTIVITY**

Aircraft fueling, line services, and passenger, crew, and support amenities shall be continuously offered and available to meet the reasonable demands of the public for this Activity seven (7) days a week (including holidays), twenty-four (24) hours a day. With the prior written approval of the Authority, FBO may not require fueling/line service personnel to be on-site during the hours of 11:00 p.m. and 6:00 a.m. on legal government holidays, provided that such personnel and services are available after- hours, on-call, with a response time not to exceed one (1) hour.

Aircraft Maintenance and Aircraft recovery/removal services shall be continuously offered and available to meet reasonable demand of the public for this Activity no less than five (5) days a week, eight (8) hours a day. Aircraft Maintenance and Aircraft recovery/removal services and personnel shall be available after-hours, on-call, with a response time not to exceed two (2) hours.

The Authority reserves the right to require that facilities be open and staffed during other times based upon the public benefit and/or need.

## **8. AIRCRAFT AIRFRAME AND POWERPLANT MAINTENANCE**

The FBO shall be certified as an FAA Repair Station under FAR Part 145, with at least one aircraft within the below categories on the Repair Station Certificate:

- FBO shall be able to provide Major Aircraft Maintenance service (as defined in FAR Part 43) on airframes, powerplants, and associated systems to aircraft up to Group II turboprop and turbojet Aircraft normally using the Airport.
- FBO shall be able to provide Aircraft Line Maintenance service for aircraft up to Group III turbojet Aircraft not exceeding 100,000 pounds maximum takeoff weight.

An FBO is permitted to subcontract the required Aircraft Maintenance service through a Subcontract and Sublease of its facilities to a qualified SASO with prior written Authority approval.

**9. AIRCRAFT RECOVERY/REMOVAL**

In order to maintain the operational readiness of the Airport, upon request from the Authority, the FBO shall respond to the Airport and promptly begin the steps necessary to remove disabled Aircraft (up to the largest Aircraft based or routinely serviced at the FBO) from the Airfield during the hours identified under item 7, Hours of Activity, of this Section Four.

**10. EXPERIENCE**

The Operator, or its key management personnel assigned to and working at the Airport, shall have adequate experience in operating a full-service FBO at another airport similar in levels and type of traffic as the Airport.

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# SECTION FIVE- SPECIALIZED AVIATION SERVICE OPERATORS (SASO)

## 1. DEFINITION

A Commercial Operator that provides any one or a combination of Aeronautical Activities. Examples of these services may include Aircraft charter; Aircraft rental; Flight training; Aircraft maintenance; Aircraft sales; Avionics, instrument, accessory or propeller services; Aircraft management; Commercial hangar rental; or other specialized commercial aeronautical flight support businesses. In addition to the General Requirements set forth in Section Three, each SASO shall comply with the following standards set forth in this Section Five.

## 2. FUEL

A SASO is not permitted to store fuel or dispense fuel on its Premises. However, with the prior written approval of the Authority, a SASO may contract with an FBO to install and operate self-service fueling facilities in an approved location on the Premises of a SASO, and an FBO may fuel aircraft with mobile refueling vehicles on the Premises.

A SASO is not permitted to provide, sell, or dispense aviation fuel to (or barter, trade, or exchange aviation fuel with) the public and/or any other Entity.

## 3. OTHER

An FBO may Subcontract Aircraft Airframe and Powerplant Maintenance services to a qualified SASO (i.e., a SASO can fulfill that mandatory requirement of an FBO) provided that the Subcontract and/or Sublease Agreement are approved in writing in advance by the Authority. SASOs must meet all applicable requirements for the Subcontracted operation. The FBO shall remain primarily responsible for any services performed by a subcontractor and the compliance by such subcontractor with these Minimum Standards. SASOs can Sublease space from an FBO in order to meet its Minimum Standards as long as the FBO meets the Premises requirement for both the FBO and SASO activity, and prior Authority approval is obtained in writing.

## 4. SUBLEASING

A SASO shall not sublease space to other Operators, nor shall it permit any Commercial Activities to be conducted on its Premises other than those specifically authorized in the Agreement with the Authority.

## 5. TEMPORARY SASO OPERATORS

On occasion, an Aircraft Operator may have need for specialized assistance with the maintenance of its Aircraft. When such assistance is not available at the Airport from an existing FBO or SASO, the Authority may allow an Aircraft Operator to solicit and utilize the services of a qualified Entity from off the Airport to provide those services.

If an Aircraft Operator needs such services, the Authority may issue a temporary, 30-day Permit to such an off-Airport Entity to engage in specialized services on the Airport. The Permit may be renewed if necessary until repairs are completed. Such Permit shall require evidence of proper insurance coverage, evidence of proper licenses and certificates, processing of TSA security clearances, etc.

**6. MULTIPLE SERVICES**

If a SASO desires to operate a combination of any two (2) or more Aeronautical Activities, it shall not be required to duplicate the requirements of the individual activities if the SASO's facilities are sufficient to safely meet both requirements. The Operator shall provide evidence of insurance coverage equal to the highest of the minimums set forth for the individual categories, but is not required to duplicate coverage.

# AIRCRAFT CHARTER AND AIR TAXI OPERATOR (SASO)

## 1. DEFINITION

An Aircraft Charter and Air Taxi Operator is a Commercial Operator engaged in on-demand common carriage of persons or property (as defined in 14 CFR Part 135), or operates in private carriage under 14 CFR Part 125 with its own fleet of Aircraft. Aircraft Charter and Air Taxi Operators providing non-scheduled service to and from the Airport, but not based at the Airport, are exempt from these Minimum Standards. In addition to the General Requirements set forth in Section Three, each Aircraft Charter and Air Taxi Operator at the Airport shall comply with the following Minimum Standards set forth in this Section Five.

## 2. PREMISES

AREA TYPE	MINIMUM SIZE
Leasehold Ground	32,670 SF (0.75 acre)
Hangar	5,000 SF
Aircraft Ramp/Apron	7,500 SF
Building/Facility	1,250 SF
Vehicle Parking	10 spaces or per city code

Building/Facility shall include an air conditioned customer area having adequate space for (or in the case of a sublease from an FBO, immediate access to) customer lounge, public use telephone and restrooms and an administrative area having adequate and dedicated space for employee offices, work areas and cargo/luggage storage.

Facility requirements can be met either through a sublease arrangement with an FBO, or by direct lease from the Authority.

## 3. LICENSES AND CERTIFICATION

Operator shall maintain appropriate FAA certification and approvals required to meet the standards set forth in this category including for Operator itself and any Aircraft or other equipment, and copies of such certification and approvals shall be provided to the Authority upon request. Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certification for the Aircraft being flown.

## 4. PERSONNEL

Operator shall have in its employ and on duty during hours of Activity, properly trained, fully qualified, and certificated personnel (with licenses and/or ratings appropriate for the services being provided – and current in the function/position for which they are employed and working) in such numbers as are required to meet the standards set forth for this Activity in a courteous, prompt, and efficient manner and meet the reasonable demands of the public seeking such services, but never less than one (1) chief pilot or the minimum number of persons required to operate the Aircraft being flown, whichever is greater. Operator shall also have sufficient, qualified operating crews and customer service personnel to check-in and ticket passengers, handle luggage, and furnish or arrange ground transportation.

## 5. EQUIPMENT

Operator shall provide, either owned or under written lease and under the full and exclusive control of Operator the type, class, size and number of Aircraft intended to be used by Operator, but not less than one (1) certified and continuously airworthy multi-engine, or single-engine turbine-

powered, Aircraft which must meet the requirements of the FAA certificate held by Operator. Aircraft shall be certified for and capable of use under instrument meteorological conditions.

**6. HOURS OF ACTIVITY**

Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity during normal business hours (8:00 a.m. – 5:00 p.m.) five (5) days a week. Operator shall provide reasonable after-hours, on-call, response time to customer inquiries.

# COMMERCIAL HANGAR OPERATOR (SASO)

## 1. DEFINITION

A Commercial Hangar Operator (CHO) is a Commercial Operator that develops hangar facilities for the sole purpose of furnishing to the public Aircraft storage hangar facilities on a long-term sublease basis (i.e., one year or longer). No hangar sales or condominium ownership is permitted. A CHO may build bay-style community hangars, individual hangars, Box hangars, T-Hangars, or any combination or type as approved by the Authority. In addition to the General Requirements set forth in Section Three, each Commercial Hangar Operator at the Airport shall comply with the following Minimum Standards set forth in this Section Five.

A Commercial Hangar Operator shall not offer fueling services to its tenants, the public, or to any other Airport users. Cooperative (CO-OP) fueling organizations, or delivery of fuel to Aircraft by off-Airport suppliers or providers, shall not be permitted. With the prior written approval of the Authority and pursuant to a written agreement between the CHO and an FBO, self-service fueling facilities may be installed and operated by an FBO in an approved location on the Premises of a Commercial Hangar Operator.

## 2. PREMISES

AREA TYPE	MINIMUM SIZE
Leasehold Ground	43,560 SF (1 acre)
Hangar (bay style)	10,000 SF
T-Hangar	10,000 SF
Box Hangar	4,500 SF
Individual Hangar	2,000 SF
Aircraft Ramp/Apron	1.0 times largest hangar
Customer/tenant Area	450 SF

Building/Facility shall include an air conditioned customer/tenant area having adequate space for customer lounge with restrooms, and an administrative area having adequate and dedicated space for employee offices, work areas and storage.

Bay hangars will allow multiple tenants and Aircraft to occupy the same hangar floor space. Individual hangars are intended for single users. Box hangars may be constructed so as to provide separate spaces for multiple tenants, with no space being less than approximately 1,500 square feet. T-Hangar buildings shall be no smaller than approximately 10,000 square feet, and shall provide space for individual units of no less than approximately 750 square feet each. Size minimums for each type of hangar are approximate, and will be considered on a case-by-case basis as proposed by the Operator.

Minimum leasehold size is also approximate, and actual approved size will depend upon the type, combination and positioning of hangar(s) proposed by the Operator.

## 3. SPECIFIC CONDITIONS FOR USE

- No transient, guest, or overnight Aircraft storage is permitted. Only long-term leasing (one year or longer) of hangars is allowed.

- Commercial Activities or services (such as flight schools, aircraft charter or air taxi, aircraft maintenance, aircraft sales, or any other SASO Activity where the general public could be invited into the Premises) may be permitted if the proposed Commercial Activity will meet all requirements (including minimum space) of these Minimum Standards, appropriate space is available, proper parking is constructed, and security/access controls are established. Any sublease to a Commercial Operator shall have the prior written approval of the Authority, and that Operator shall obtain a Permit from the Authority to conduct its business.
- The CHO shall not engage in any fueling activities or services. Dispensing of fuel to tenants, the public, or any other Airport user shall not be permitted on the Premises of a Commercial Hangar Operator, except when conducted by an FBO.
- If Aircraft maintenance takes place on the Premises, painting, welding, and any type of hazardous materials storage or operation shall not be permitted unless the facilities are constructed in accordance with applicable codes and Regulatory Measures.
- Storage of non-Aircraft items (e.g., boats or other watercraft, snowmobiles, recreational vehicles, household goods, office equipment, etc.) is not permitted.
- A Non-Commercial Private Hangar Operator, or an Entity which operates Aircraft for its private and non-revenue-producing purposes, shall not be permitted to be a Commercial Hangar Operator.
- Any sub-subleases of hangar spaces require the prior written approval of the Director.
- Operator shall maintain at all times a current list of tenants, and shall provide it to Director upon request.

#### **4. HOURS OF ACTIVITY**

Facilities shall be available to customers seven days a week (including holidays), 24 hours a day.

# AIRCRAFT MAINTENANCE OPERATOR (SASO)

## 1. DEFINITION

An Aircraft Maintenance Operator is a Commercial Operator engaged in providing Aircraft Airframe and Powerplant Repair and Maintenance to the public, and includes the sale of Aircraft parts and accessories. In addition to the General Requirements set forth in Section Three, each Aircraft Maintenance Operator at the Airport shall comply with the following minimum standards set forth in this Section Five.

## 2. PREMISES

AREA TYPE	MINIMUM SIZE
Leasehold Ground	43,560 SF (one acre)
Hangar	10,000 SF
Aircraft Ramp/Apron	15,000 SF
Shops and Storage	1,000 SF
Customer and Administrative Area	600 SF
Vehicle Parking	15 spaces or per city code

Minimum facility requirements can be met either through a Sublease from an FBO, or by direct lease with the Authority.

Building/Facility shall include a customer area having adequate space for (or in the case of a Sublease, immediate access to) air conditioned customer lounge, public use telephone and restrooms, an administrative area having adequate and dedicated space for employee offices, work areas and storage, and a maintenance area having adequate and dedicated space for employee work areas, shop areas, and storage for parts and equipment.

Ramp shall include sufficient space for paved parking for Aircraft not in service and/or waiting for service.

## 3. AIRCRAFT PAINTING

For paint, varnish or lacquer spraying and removal operations, the arrangement, construction, ventilation, and protection of spraying booths, and the storage and disposal of materials, shall be in accordance with federal, state and locally recognized fire prevention and environmental standards.

## 4. LICENSES AND CERTIFICATION

Operator shall hold the appropriate FAA Part 145 Repair Station certificate, with ratings equal to the work being performed. In the case of a new operation, Operator must acquire all applicable Repair Station certifications within six (6) months of operation initiation. However, should the Operator be unable to obtain Part 145 certification within this time period due to factors beyond its control, and a good faith effort can be demonstrated, the Authority may reasonably extend the deadline for compliance.

## 5. PERSONNEL

Operator shall have in its employ and on duty during hours of Activity, properly trained, fully qualified, and certificated personnel (with licenses and/or ratings appropriate to the services being performed – and current in the function/position for which they are employed and working) in such numbers as are required to meet the standards for this Activity in a courteous, prompt, and efficient manner to meet the reasonable demands of the public seeking such services, but never less than one

(1) FAA certificated A&P mechanic. Operator shall also have a person with an FAA Inspection Authorization (IA) certificate available who can supervise and inspect the work for which the Repair Station is rated.

**6. EQUIPMENT**

Operator shall provide sufficient tools, equipment, supplies and parts required for certification by FAA as an approved Repair Station and to meet customer demand.

**7. HOURS OF ACTIVITY**

Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity during normal business hours (8:00 a.m. – 5:00 p.m.) five (5) days a week and available after hours, on-call, with a response time not to exceed two (2) hours.

# AVIONICS, INSTRUMENT, ACCESSORY AND/OR PROPELLER MAINTENANCE OPERATOR (SASO)

## 1. DEFINITION

An Avionics, Instrument, Accessory and/or Propeller Maintenance Operator is a Commercial Operator engaged in the business of maintenance, alteration, or sale of one or more of the items described in 14 CFR Part 43, Appendix A (e.g., Aircraft radios, electrical systems, instruments, or propellers). In addition to the General Requirements set forth in Section Three, each Avionics or Instrument Maintenance Operator at the Airport shall comply with the following minimum standards set forth in this Section Five.

## 2. PREMISES

### FOR OPERATORS PERFORMING WORK BEYOND BENCHMARK (REMOVAL AND REPLACEMENT OF PARTS FROM AIRCRAFT)

AREA TYPE	MINIMUM SIZE
Leasehold Ground	43,560 SF (one acre)
Hangar	10,000 SF
Aircraft Ramp/Apron	15,000 SF
Maintenance Area, Shops & Parts Storage	1,500 SF
Customer and Administrative Area	600 SF
Vehicle Parking	15 spaces, or per city code

Facility requirements may be met by a Sublease from an FBO, or by direct lease with the Authority.

For Operators performing only benchmark repairs, facility requirements shall be as needed to meet the demands of the service work being performed.

Building/Facility shall include a customer area having adequate space for (or in the case of a Sublease, immediate access to) air conditioned customer lounge, public use telephone and restrooms, an administrative area having adequate and dedicated space for employee offices, work areas and storage, and a maintenance area having adequate and dedicated space for employee work areas, shop areas, and storage for parts and equipment.

## 3. LICENSES AND CERTIFICATION

Operator shall hold the FCC and FAA Repair Station certificates appropriate for the types of equipment it plans to service and/or install. In the case of avionics repair, the ratings shall be, at a minimum, for Class I and Class II repairs. In the case of a new operation, Operator must acquire all applicable Repair Station certifications within six (6) months of operation initiation.

## 4. PERSONNEL

Operator shall have in its employ and on duty during hours of Activity, properly trained, fully qualified, and certificated personnel (with licenses and/or ratings appropriate for the work being performed – and current in the function/position for which they are employed and working) in such numbers as are required to meet the standards set forth in this Activity in a courteous, prompt, and efficient manner to meet the reasonable demands of the public seeking such services, but never less than one (1) person.

**5. EQUIPMENT**

Operator shall provide sufficient tools, equipment, supplies, and access to (availability of) parts to equivalent to that required for certification by FAA as an approved repair station.

**6. HOURS OF ACTIVITY**

Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity during normal business hours (8:00 a.m. – 5:00 p.m.) - five (5) days a week and available after hours, on call.

# AIRCRAFT RENTAL AND/OR FLIGHT TRAINING OPERATOR (SASO)

## 1. DEFINITION

An Aircraft Rental Operator is a Commercial Operator engaged in the rental of Aircraft to the public to include any necessary competency checks, check rides and/or transition training associated with Aircraft Rental Activities. In addition to the General Requirements set forth in Section Three, each Aircraft Rental Operator at the Airport shall comply with the following Minimum Standards set forth in this Section Five.

A Flight Training Operator is a Commercial Operator engaged in providing flight instruction to the public including flight training using fixed and/or rotary wing Aircraft and providing such related ground school instruction as is necessary preparatory to taking a written examination and flight check ride for the category or categories of pilot certificate(s) and rating(s) involved. In addition to private pilot and commercial pilot license and instrument rating training, Operator provides recurrent training (e.g. biennial flight review, instrument competency check, etc.).

In addition to the General Requirements set forth in Section Three, each Flight Training Operator at the Airport shall comply with the following minimum standards set forth in this Section Five.

## 2. PREMISES

AREA TYPE	MINIMUM SIZE
Leasehold Ground	21,780 SF (one-half acre)
Hangar	5,000 SF
Aircraft Ramp/Apron	7,500 SF
Classroom, Administrative & Customer Area	2,000 SF
Vehicle Parking	10 spaces, or per city code

Facility requirements can be met either through a Sublease from an FBO, or by a direct lease with the Authority.

Building/Facility shall include a customer area having adequate space for (or in the case of a sublease/sublicense, immediate access to) classrooms, customer lounge, public use telephone and restrooms and an administrative area having adequate and dedicated space for employee offices, work areas and storage.

## 3. LICENSES AND CERTIFICATION

Operator shall meet and maintain all applicable requirements for the services offered. Personnel shall be properly certified by the FAA, current, and hold the appropriate ratings and medical certification in the Aircraft being flown.

## 4. PERSONNEL

Operator shall have in his employ and on duty during hours of Activity, properly trained, fully qualified, and certified personnel (with licenses and/or ratings appropriate to the services being performed– and current in the function/position for which they are employed and working) in such number as are required to meet the standards for this Activity in a courteous, prompt, and efficient manner to meet the reasonable demands of the public seeking such services, but never less than one (1) Certified Flight Instructor. In addition to being properly certified by the FAA and being able to provide the type of flight training offered, flight instructors shall be able to provide competency flight checks for all Aircraft available for rental.

## **5. EQUIPMENT**

Operator shall have an adequate number of aircraft available, either owned or under written lease, to meet the customer demand for its services, but never less than at least two (2) properly certified and continuously airworthy single engine Aircraft, one of which shall be equipped for flight in instrument conditions.

Flight Training Operators shall provide, at a minimum, adequate classroom facilities, mock-ups, audio-video materials, or other training aids necessary to provide proper and effective ground school instruction.

## **6. HOURS OF ACTIVITY**

Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity during normal business hours (8:00 a.m. – 5:00 p.m.), five (5) days a week. After-hours service should be available as customer needs dictate.

## **7. INDEPENDENT FLIGHT INSTRUCTORS**

A person holding a current FAA flight instructor's certificate, who gives flight instruction to an owner of an Aircraft in the owner's Aircraft, shall not be deemed a Commercial Activity and is exempt from these Minimum Standards. However, should such an individual wish to obtain an Airport ID badge for unescorted access to the General Aviation ramp, then that person must obtain a Permit from the Authority. The Permit shall require:

- Proof of FAA licenses and certificates
- Proof of liability insurance coverage
- Successful clearance by the TSA of a security background investigation and threat assessment

Ground school briefing/debriefing may be provided off-Airport or on the Airport in space subleased from, or authorized by, an FBO, but such instruction shall not be conducted in public areas of the Airport.

# AIRCRAFT SALES OPERATOR (SASO)

## 1. DEFINITION

An Aircraft Sales Operator is a Commercial Operator engaged in the sale of new and/or used Aircraft. In addition to the General Requirements set forth in Section Three, each Aircraft Sales Operator at the Airport shall comply with the following Minimum Standards set forth in this Section Five.

New Aircraft Sales: Operator may engage in the sale of new Aircraft through franchises or licensed dealerships (if required by local, county or state authority) or distributorship (either on a retail or wholesale basis) of an Aircraft manufacturer; and provide such repair, services, and parts as necessary to meet any guarantee or warranty of Aircraft sold.

Used Aircraft Sales: Operator may engage in the purchase and/or sale of used Aircraft accomplished through various methods including Aircraft brokering, assisting a customer in the purchase or sale of an Aircraft, or purchasing used Aircraft and marketing them to potential purchasers.

Operator shall provide necessary and satisfactory arrangements for repair and servicing of Aircraft, for the duration of any sales guarantee or warranty period. Operator shall have a representative example of the product available for demonstration.

## 2. PREMISES

Operator shall have adequate facilities to meet its customer demand with sufficient space for:

- Aircraft ramp to accommodate its inventory of Aircraft
- Air conditioned space for salesroom, offices, restrooms and other customer needs
- Hangar, shop and parts storage space if providing warranty maintenance and service

Operator may provide facilities using a Sublease from an FBO, or by direct lease from the Authority.

Building/Facility shall include a customer area having adequate space for (or in the case of a sublease/sublicense, immediate access to) customer lounge, public use telephone and restrooms and an administrative area having adequate and dedicated space for employee offices, work areas and storage.

## 3. LICENSES AND CERTIFICATIONS

Operator shall maintain all applicable licenses, certifications and ratings. Personnel shall be properly certified by the FAA, current, and hold the appropriate ratings and medical certification for providing flight demonstration in all Aircraft being offered for sale.

## 4. PERSONNEL

Operator shall have in his employ and on duty during hours of Activity, properly trained, fully qualified, and certified personnel (with licenses and/or ratings appropriate to the services being performed – and current in the function/position for which they are employed and working) in such number as are required to meet the standards for this Activity in a courteous, prompt, and efficient manner to meet the reasonable demands of the public seeking such services, but never less than one (1) commercial pilot.

**5. EQUIPMENT**

Operator shall have access to an inventory of spare parts for the type of new Aircraft for which sales privileges are granted.

**6. HOURS OF ACTIVITY**

Operator shall be available to meet the reasonable demands of the public for this Activity during normal business hours (8:00 a.m. – 5:00 p.m.) five (5) days a week.

# AIRCRAFT MANAGEMENT OPERATOR (SASO)

## 1. DEFINITION

An Aircraft Management Operator is a Commercial Operator engaged in the business of providing Aircraft management services to the public for Aircraft not owned by the Operator including, but not limited to, flight scheduling and dispatching, provision of flight crew (pilot) services, and/or coordinating Aircraft fueling, line services, ground handling, maintenance, and storage.

## 2. PREMISES

AREA TYPE	MINIMUM SIZE
Leasehold Ground	32,670 SF (0.75 acre)
Hangar	5,000 SF
Aircraft Ramp/Apron	7,500 SF
Building/Facility	1,250 SF
Vehicle Parking	10 spaces, or per city code

Building/Facility shall include a customer area having adequate space for, or in the case of a Sublease, immediate access to customer lounge, public use telephone, restrooms, and an administrative area having adequate and dedicated space for employee offices, work areas and storage.

Premise requirements may be met directly via a lease agreement with the Authority, or indirectly via an approved Sublease with an FBO. Further, Premise requirements may be met through using the facilities of the Operator's customer(s) (Aircraft Owner) who have based Aircraft at the Airport, and who may have their own Non-Commercial Private Hangar.

## 3. LICENSES AND CERTIFICATION

Operator shall maintain the appropriate FAA certification and approvals required to meet the standards set forth in this category including Operator itself and for any Aircraft or other equipment. Personnel shall be properly certified by the FAA, current, and hold the appropriate ratings and medical certification in the Aircraft being flown.

## 4. PERSONNEL

Operator shall have in his employ and on duty during hours of Activity, properly trained, qualified, and certified personnel (with licenses and/or ratings appropriate for the services being provided – and current in the function/position for which they are employed and working) in such numbers as are required to meet the standards set forth for this Activity in a courteous, prompt, and efficient manner and meet the reasonable demands of the public seeking such services, but never less than the minimum number of persons required to operate Owner's Aircraft.

## 5. EQUIPMENT

Aircraft under management may be owned or leased by a single Entity or multiple entities (including fractional ownership, provided such ownership structure is in compliance with all applicable Regulatory Measures). A major shareholder, partner, member or Owner of the Aircraft under management may also utilize the Aircraft.

## 6. HOURS OF ACTIVITY

Operator shall be available to meet the reasonable demands of its customers.

# **SPECIALIZED COMMERCIAL AERONAUTICAL OPERATOR (SASO)**

## **1. DEFINITION**

A Specialized Commercial Aeronautical Operator is a Commercial Operator (SASO) engaged in providing: (1) limited Aircraft services and support, (2) miscellaneous commercial services and support, or (3) limited air transportation services for hire. In addition to the General Requirements set forth in Section Three, each Specialized Commercial Aeronautical Operator at the Airport shall comply with the following minimum standards set forth in this Section Five.

## **2. SCOPE OF ACTIVITIES**

Activities may include, but are not limited to:

- a. Sightseeing flights that begin and end at ICT; or
- b. Crop-dusting, seeding, spraying; or
- c. Banner towing and/or aerial advertising; or
- d. Aerial photography and/or survey; or
- e. Power line and/or pipeline patrol; or
- f. Aerial firefighting; or
- g. Aircraft cleaning and detailing; or
- h. Air ambulance; or
- i. Aircraft painting, upholstery, or interior shops; or
- j. Flight simulator training or ground schools; or
- k. Aircraft restoration or refurbishment shops; or
- l. Any other operations specifically excluded from 14 CFR Part 135.

## **3. PREMISES**

Operator shall have sufficient facilities to meet its customer demand. Building/Facility shall include a customer area having adequate space for, or in the case of a Sublease from an FBO, immediate access to customer lounge, public use telephone, restrooms, and an administrative area having adequate and dedicated space for employee offices, work areas and storage.

Premise requirements may be met directly via a lease agreement with the Authority, or indirectly via an approved Sublease with an FBO.

## **4. LICENSES AND CERTIFICATIONS**

Operator shall have all licenses and certificates that are required to conduct the Activity.

## **5. PERSONNEL**

Operator shall have in his employ and on duty during hours of Activity, properly trained, qualified, and certified personnel (with licenses and/or ratings appropriate for the services being provided or Activities being conducted – and current in the function/position for which they are employed and working) in such numbers as are required to meet the reasonable demands of the public seeking such services in a courteous, prompt and efficient manner.

## **6. EQUIPMENT**

Operator shall have, either owned or under written lease to Operator, sufficient Vehicles, Equipment, and, if appropriate to the specific Activity, continuously airworthy Aircraft. Operator shall have sufficient supplies and parts available to support the Activity.

**7. HOURS OF ACTIVITY**

Operator shall be open and services shall be available during hours required to meet the demand for its services.

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# SECTION SIX- NON-COMMERCIAL OPERATORS

## NON-COMMERCIAL PRIVATE HANGAR OPERATOR

### 1. DEFINITION AND PURPOSE

A Non-Commercial Private Hangar Operator is an Entity that develops, constructs, and/or leases one or more hangar structures for the sole purpose of storing its own Aircraft which are used and operated for Private Non-Commercial purposes only. In addition to the General Requirements set forth in Section Three, each Non-Commercial Private Hangar Operator at the Airport shall comply with the following minimum standards set forth in this Section Six.

Operator shall only use the Premises for Aircraft owned, leased, and/or operated by (and under the full and exclusive control of) Operator for Private Non-Commercial purposes.

No Commercial Activity of any kind shall be permitted on or from the Premises. No aeronautical services of any kind except operation and servicing of its own aircraft shall be permitted on the Premises. Hangar, office, shop or ramp space shall not be shared, subleased, or used by anyone other than the Lessee of the Premises. Operator shall not sell, barter, trade, or exchange any aeronautical goods and services with any other Entity. Operator shall not participate in any cooperative Aeronautical Activities with any other Entity, and shall not engage in any joint activities or share any resources with any other Entity or person.

Operator shall use the leased Premises solely for storage, maintenance and servicing of its own Aircraft. Operator may store, fuel, maintain, repair, adjust, clean, and otherwise service its own Aircraft (as defined in this section) in accordance with all applicable Regulatory Measures provided the Operator does so with Operator's own Employees, vehicles, equipment, and resources.

Operator shall not sell, barter, trade, share, sublease or in any other manner provide hangar space or services to any other Airport Operator or tenant, business, or user, or to any other Aircraft except those Aircraft owned or leased for the exclusive use of the Operator designated in the lease agreement with the Authority.

### 2. PREMISES

AREA TYPE	MINIMUM SIZE
Leasehold Ground	43,560 SF (one acre)
Hangar	10,000 SF
Aircraft Ramp/Apron	10,000 SF
Vehicle parking (on leasehold)	15 spaces, or per city code if greater
Fuel storage capacity	10,000 gallons for each grade of fuel used

The leasehold shall contain not less than the square footage of land as shown above in order to provide adequate space for all buildings; paved Aircraft parking apron; on-site paved automobile parking as required by city codes; vehicular driveways and service access ways; any required minimum building setbacks from edges of the leasehold; and any required stormwater detention or treatment areas. If the Operator desires to construct its own aviation fuel farm facility, such facility shall be located within the leasehold area, or in an off-leasehold area designated by the Authority, subject to applicable building and fire codes. In addition to the minimum leasehold requirement for hangar facilities, the Operator shall provide at its own expense, paved taxiway access to the Airport's existing taxiway system. All Aircraft pavement provided by Operator shall be designed and constructed in full conformance with applicable Authority and FAA standards for the largest type of Aircraft expected to use the Premises.

### **3. FUEL FACILITIES AND EQUIPMENT**

If self-service fueling facilities are desired, Operator shall construct and maintain on the leasehold Premises (or other location designated by the Authority) its fuel facilities at its own expense. Operator shall conduct self-fueling operations in compliance with all applicable Federal, State, local and fueling industry laws, ordinances, standards and regulations, as well as Airport Rules and Regulation and Standard Operating Procedures. Operator shall obtain and maintain a Non-Commercial Airport Fueling Permit from the Authority.

Fuel farm facilities shall be installed with above-ground storage tanks containing a minimum of 10,000 gallons capacity each for FAA-approved turbine aviation fuels and/or aviation gasoline as anticipated to be used by the Operator, along with properly metered and filtered fixed dispensers. No mobile fuel dispensing equipment shall be permitted, unless the approved fuel farm is located off the leased Premises.

Alternatively, an Operator may choose to contract with an FBO to install and operate self-service fuel facilities on its Premises with the prior written approval of the Authority.

### **4. SPECIFIC CONDITIONS FOR USE OF PREMISES**

- Only one (1) tenant shall be permitted to lease, use and occupy a hangar and its facilities. The hangar and all facilities shall be leased by a single Entity and all Aircraft serviced, stored in, or operating out of, hangar must be owned and/or leased and under the full and exclusive control of the same Entity or its corporate affiliates or subsidiaries.
- No subleasing or sharing of hangar, office, shop, fueling equipment, or ramp space shall be permitted.
- No condominium, association, club, or cooperative ventures shall be permitted.
- Aircraft based and serviced upon the Premises shall be directly and wholly owned by, or exclusively leased in writing for a minimum period of six (6) months to the Operator. If Aircraft is leased, Operator shall, upon request, provide the Director with a copy of the Aircraft lease. The Director will determine if an Aircraft lease is commercially reasonable.

- All maintenance, fueling, and service work conducted on the Premises and performed on the Operator's Aircraft shall be performed only by employees of the Operator, or by any FBO or SASO based upon the Airport. Painting, welding, and any type of hazardous materials storage or operation shall not be permitted, unless the facilities are constructed in accordance with applicable codes and Regulatory Measures. Specialized Aircraft maintenance services may be conducted in accordance with these Minimum Standards in cases where such services are not offered by an FBO or SASO on the Airport, and an outside contractor must be utilized on a temporary basis and it obtains a Permit from the Authority.
- A Non-Commercial Private Hangar Operator must be an Entity, person, individual, firm, company, corporation, partnership or a joint venture which has substance under State Law and a specific legal identity and corporate purpose as registered with the Secretary of State in the Operator's state of corporate residence. Said corporate purposes shall not in any way, shape, or form be related to the commercial use or operation of Aircraft to the public for hire.
- Operator shall not sell, barter, trade, share, exchange, or otherwise dispense fuels to any Aircraft that are not owned, leased, and/or operated by (and under the full and exclusive control of) Operator. Joint or co-operative fueling (co-op fueling) is prohibited. Any of the above activities shall be grounds for immediate revocation of fueling privileges by the Director.
- No Commercial Activities or services of any kind (such as flight schools, aircraft charter or air taxi, aircraft maintenance, aircraft sales, or any other SASO Activity where the general public could be invited into the Premises) shall be permitted on or from the Premises. Operator shall not engage in any activities reserved to Fixed Base Operators or other Commercial Operators (SASOs). Commercial activity is herein defined as the operation of any business for the exchange, trading, buying, hiring, selling or bartering of any commodities, goods, services or property of any kind or any other revenue-producing activity, whether or not a profit is produced.

# NON-COMMERCIAL FRACTIONAL PRIVATE HANGAR (FHO) OPERATOR

## 1. DEFINITION

A Non-Commercial Fractional Private Hangar Operator (FHO) is a Non-Commercial Operator that develops, constructs and operates shared ownership private hangar facilities for the sole purpose of storing Operator’s Aircraft which will be used and operated for Non-Commercial purposes. In this Section, “Operator” refers to the Entity holding the lease agreement with the Authority, and/or to its individual owners. In addition to the General Requirements set forth in Section Three, each Fractional Hangar Operator at the Airport shall comply with the following Minimum Standards set forth in this Section Six.

A Non-Commercial Fractional Private Hangar Operator may offer hangar storage and/or fueling services on its Premises only to the owners of a unit in a fractionally-owned hangar, provided (i) that if the owner is an individual, the identity of any of the owners of a fractional interest in a Hangar shall be identical to the identity of the owners of the Aircraft receiving hangar storage and/or fueling services; or (ii) if the owner is an Entity (whether a corporation, partnership, limited liability partnership, limited liability corporation) of a fractional interest in a Hangar, then the stockholder, members, or partners within such entity shall be the same, both in ownership percentage interest and identity as the stockholder, members or partners of the Entity which owns the Aircraft receiving hangar storage and/or fueling services. A Non-Commercial Fractional Hangar Operator shall not offer hangar storage and/or fueling services contrary to these provisions, or to the public, or to any other Airport users. Under no circumstances may an Aircraft be fueled by the FHO or stored on the Premises if the Aircraft is not owned or exclusively leased by the Operator, or an individual or Entity which is an owner of a fractional interest in the Hangar.

## 2. PREMISES

AREA TYPE	MINIMUM SIZE
Leasehold Ground	43,560 SF (1 acre)
Hangar	12,000 SF
Aircraft Ramp/Apron	12,000 SF
Vehicle Parking	15 spaces, or per city code if greater
Fuel storage capacity	10,000 gallons for each grade of fuel used

Fractionally-owned Hangars may be subdivided into units of no less than 1,500 SF each of Hangar floor space for the purpose of creating condominium leasehold spaces for multiple owners. Owners shall purchase space equal, at a minimum, to the size of aircraft based at the facility, but no less than 1,500 SF. Only Aircraft based at the facility shall be allowed to utilize on-site self-service fueling facilities, if any.

There shall be a maximum of one (1) owner per ownership unit. There shall be no further splitting or division of any ownership interest in a unit by the owner thereof, or assignment of any part of an ownership interest in the unit by the owner thereof.

The leasehold shall contain not less than the square footage of land as shown above in order to provide adequate space for all buildings; paved Aircraft parking apron; on-site paved automobile parking as required by city codes; vehicular driveways and service access ways; any required minimum building setbacks from edges of the leasehold; and any required stormwater detention or

treatment areas. If the Operator desires to construct its own aviation fuel farm facility, such facility shall be located within the leasehold area, or in an off-leasehold area designated by the Authority, subject to applicable building and fire codes. In addition to the minimum leasehold requirement for hangar facilities, the Operator shall provide at its own expense, paved taxiway access to the Airport's existing taxiway system. All Aircraft pavement provided by Operator shall be designed and constructed in full conformance with applicable Authority and FAA standards for the largest type of Aircraft expected to use the Premises.

### **3. SPECIFIC CONDITIONS FOR USE OF PREMISES**

- Only Aircraft which are owned or exclusively leased and operated by owners of the FHO for Private Non-Commercial purposes may utilize the Premises or fueling facilities.
- Storage, maintenance, or fueling of Aircraft not owned or exclusively leased by owners of the Operator shall not be permitted. Aircraft of guests of Operator may temporarily park on the Premises, but no overnight storage or fueling shall be permitted.
- No Commercial Activities or services of any kind (such as flight schools, aircraft charter or air taxi, aircraft maintenance, aircraft sales, or any other SASO Activity where the general public could be invited into the Premises) shall be permitted on or from the Premises. Operator shall not engage in any activities reserved to Fixed Base Operators or other Commercial Operators (SASOs). Commercial activity is herein defined as the operation of any business for the exchange, trading, buying, hiring, selling or bartering of any commodities, goods, services or property of any kind or any other revenue-producing activity, whether or not a profit is produced.
- No long-term storage of non-Aircraft items (e.g., boats or other watercraft, snowmobiles, recreational vehicles, household goods, office equipment, etc.) is permitted.
- Operator shall not sell, barter, trade, share, exchange, sublease or in any other manner provide hangar or ramp space, office space, shop space, or services to any other Airport tenant, business, or user, or to any other Aircraft except those Aircraft owned or leased by (under the full and exclusive control) the Operator or its owners.
- Operator shall not sell, barter, trade, share, exchange, or otherwise dispense fuels to any Aircraft that are not owned by, or leased by (under the full and exclusive control) the Operator or its owners. Any such activities shall be grounds for immediate revocation of fueling privileges by the Director.
- Operator shall use the leased Premises solely for storage, maintenance and servicing of its own Aircraft. Operator may store, fuel, maintain, repair, adjust, clean, and otherwise service its own Aircraft in accordance with all applicable Regulatory Measures provided the Operator does so with Operator's own Employees, vehicles, equipment, and resources.
- Aircraft based and serviced upon the Premises shall be owned by Operator, or any of Operator's owners, or exclusively leased in writing by Operator or its owners for a minimum period of six (6) months. If Aircraft is leased, Operator shall, upon request, provide the Director with a copy of the Aircraft lease. The Director will determine if an Aircraft lease is commercially reasonable.

- All maintenance, fueling, and service work conducted on the Premises and performed on the Operator's Aircraft shall be performed only by employees of the Operator or its individual owners, or by any FBO or SASO based upon the Airport. Painting, welding, and any type of hazardous materials storage or operation shall not be permitted, unless the facilities are constructed in accordance with applicable codes and Regulatory Measures. Specialized Aircraft maintenance services may be conducted in accordance with these Minimum Standards in cases where such services are not offered by an FBO or SASO on the Airport, and an outside contractor must be utilized on a temporary basis and it obtains a Permit from the Authority.
- A Non-Commercial Fractional Private Hangar Operator must be an Entity, person, individual, firm, company, corporation, partnership or a joint venture which has substance under State Law and a specific legal identity and corporate purpose as registered with the Secretary of State in the Operator's state of corporate residence. Said corporate purposes shall not in any way, shape, or form be related to the commercial use or operation of Aircraft to the public for hire.
- A Non-Commercial Fractional Private Hangar Operator shall not utilize or cause the Premises to be used for speculative development. All owners of the Operator shall be declared to the Authority at the time the Application for Lease Agreement is submitted. However, individual ownership interests may be sold after the initial period of beneficial occupancy, and such new owners shall be declared to the Authority. Each owner shall be required to demonstrate ownership as requested by the Authority from time to time.

#### **4. FUEL FACILITIES AND EQUIPMENT**

If self-service fueling facilities are desired by Operator, Operator shall construct and maintain on the leasehold Premises (or other location designated by Authority) its fuel facilities at its own expense. Operator shall conduct self-fueling operations in compliance with all applicable Federal, State, local and fueling industry laws, ordinances, standards and regulations, as well as Airport Rules and Regulations and Standard Operating Procedures. Operator shall obtain and maintain a Non-Commercial Airport Fueling Permit from the Authority.

Fuel farm facilities shall be installed with above-ground storage tanks containing a minimum of 10,000 gallons of capacity each for FAA-approved turbine aviation fuel and/or aviation gasoline, as dictated by the anticipated needs of Operator, along with properly metered and filtered fixed dispensers. No mobile fuel dispensing equipment shall be permitted, unless the approved fuel farm is located off the leased Premises.

Alternatively, an Operator may choose to have an FBO install and operate self-service fueling facilities on its Premises with the prior written approval of the Authority.

## **NON-COMMERCIAL PRIVATE FLYING CLUBS**

A Non-Commercial Private Flying Club is an Entity that is legally formed as a non-profit Entity within the State of Kansas, operates on a non-profit basis so as not to receive revenues greater than the costs to operate, maintain, acquire and/or replace club Aircraft. Such club restricts membership from the general public and does not advertise its availability.

A Private Flying Club desiring to base Aircraft and operate at the Airport must comply with the applicable provisions of this section of the Minimum Standards and all other applicable Regulatory Measures including Airport Rules and Regulations. A Private Flying Club shall not be required to meet the minimum standards for Aircraft Rental or Flight Training Operators.

Each member must have an ownership interest in the club.

No member of a Private Flying Club shall receive compensation (be paid) for services provided to the Private Flying Club or its members unless such member is an authorized Commercial Operator (i.e., FBO or SASO). Flight instructors who are club members may be compensated for flight instruction provided to club members. Only members of the club may perform flight instruction to club members in club aircraft.

No member shall use Private Flying Club Aircraft in exchange for compensation (payment). This does not include reimbursement for expenses associated with the use of Private Flying Club Aircraft.

The ownership of the Aircraft shall be vested in the name of the Private Flying Club or owned in equal shares by all of its members. The property rights of the members of the Private Flying Club shall be equal and any part of the net earnings of the Private Flying Club to be distributed to the members shall be in equal shares to all members. The Private Flying Club shall not derive greater revenue from the use of its Aircraft than the amount necessary for its actual operation, maintenance, and replacement or upgrade of its Aircraft. Private flying club Aircraft shall not be used for rental to non-members, or by anyone for charter or lease.

Private Flying Clubs may not offer any commercial services, and may not offer or conduct charter, air taxi or Aircraft rental operations. They may not conduct Aircraft flight instruction except to club members, and only members of the Private Flying Club may operate the Aircraft (including flight instructors), except for ferrying operations or maintenance flight checks. Any qualified mechanic who is a registered member and part Owner of the Aircraft owned and operated by a Private Flying Club shall not be restricted from doing maintenance work on Aircraft owned by the Private Flying Club.

The Private Flying Club shall register with the Department and upon request, furnish the Department with a copy of its charter and bylaws, articles of incorporation, partnership or membership agreement(s), and/or other documentation supporting its existence; a roster, or a list of officers and directors (to be revised on an annual basis); number and type of Aircraft; evidence that ownership is vested in the Private Flying Club; and the operating rules of the Private Flying Club. The books and other records of the Private Flying Club shall be available for review at any reasonable time by the Department or an authorized agent.

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## **SECTION SEVEN - OPERATORS SERVING ONLY**

### **AIRLINES**

#### **GROUND SERVICE EQUIPMENT (GSE) MAINTENANCE OPERATOR**

##### **STATEMENT OF CONCEPT**

This Specialized Aeronautical Service Operator maintains Aircraft ground support equipment for Air Carriers. This category includes GSE rental services to airlines and other specialized maintenance services such as contract maintenance support for ramp equipment, baggage systems and passenger loading bridges. Any vehicle maintenance work shall be performed in properly equipped shops with trained mechanics, and in accordance with Authority Standard Operating Procedures and Rules and Regulations.

##### **MINIMUM STANDARDS**

###### **1. FACILITIES**

- a. The facility shall be structurally suitable and code compliant with appropriate fire separation per current City Fire and Building Code for occupancy and use.
- b. Fire protection and detection equipment shall be installed and maintained in good working order and shall be inspected and tested in compliance with applicable codes.
- c. All floor drains shall be equipped with an oil/water separator maintained according to City Ordinance. The GSE Operator is required to protect any oil/water separator equipped floor drains to minimize any contaminants from entering the wastewater system.
- d. Any welding, cutting, or other “hot work” shall be done only in those areas approved by the Authority. These areas must be kept free of all combustibles. All equipment shall be in good working order and approved fire extinguishers shall be available in accordance with Fire Code.
- e. Generally, all maintenance activities shall be done within the facility. Any large equipment that cannot fit into the facility, such as large fuel tankers or pushback tugs, may have periodic light maintenance work done elsewhere on the leased Premises provided all appropriate safety measures and spill containment requirements are met. Any maintenance, except for emergency maintenance, on a terminal gate is strictly prohibited.

Any emergency maintenance in the terminal areas should be coordinated through Airport Operations on a case-by-case basis. Maintenance that is strictly forbidden in a gate area includes: any oil and filter changes, welding, and other hazardous operations.

- f. Any vehicle washing shall be done in accordance with the approved Stormwater Pollution Prevention Plan (SWPPP) for the facility and best management practices (BMP), as directed by the Authority’s Environmental Division.

- g. All GSE facilities shall comply with WAA policies, local, state, and federal law. If there is a conflict between the WAA policy and the City Code, the City Code shall prevail.
- h. Painting – Vehicle touch up painting, within the limits defined by EPA, is allowed provided it meets all other criteria. Painting of entire vehicles will only be allowed in a properly designed and ventilated paint booth.
- i. Vehicle Parking – All vehicles shall be parked in an orderly fashion in properly marked and designated areas.

## **2. EQUIPMENT**

- a. The Operator shall have the usual and typical equipment and trade fixtures, either owned or leased, for providing the services necessary to the Operator.
- b. Any GSE Operator needing to store equipment shall do so either on their leased Premises or off-premise on Authority-owned apron. The GSE Operator shall be required to enter into a lease for the off-premise storage area with the Authority.
- c. Disabled Equipment – The GSE Operator shall have the means to remove disabled equipment from the operational areas of the airport within the times set below:
  - i. Ramp or Gate Areas – Any disabled equipment shall immediately be removed from the area.
  - ii. Service Roads – Disabled equipment shall be removed within 30 minutes. The GSE Operator may elect to do this with their own equipment or they can satisfy this requirement with a contract with a towing firm that can respond within the specified times.
- d. Unserviceable equipment storage is not allowed and shall be removed from the Premises within 30 days. Equipment waiting on parts shall also be repaired within 30 days or be removed off-site for storage.

## **3. HOURS OF OPERATION**

This Operator shall have services available as required by the customer.

## **4. PERSONNEL AND TRAINING**

- a. The Operator shall have at least one supervisor on duty at all times.
- b. Employees shall be trained on a regular basis on the operation of fire protection equipment and emergency procedures.
- c. An authorized employee or other designated properly trained person shall make a daily inspection of the facility and shall be responsible for the prompt removal or repair of any hazardous condition, including proper maintenance and safety devices and the immediate removal or proper storage of accumulations of combustible materials.
- d. All employees will be trained on proper procedures for handling and cleaning up any hazardous wastes.

## **5. INSPECTION**

The facility may be inspected at any time for compliance to this standard or any other applicable codes by the Authority or other code compliance entities.

## **6. PERMIT AGREEMENT**

- a. The Operator must have a fully executed and approved Permit Agreement with the Authority.
- b. Each Operator shall provide the Authority with a signed copy of all written agreements or contracts with customers at the Airport.

## **7. DEFINITIONS**

- a. Major Repairs: fluids and filter changes, lubrication, inspection, and similar minor automotive maintenance work.

Examples of minor repairs would be:

- Engine tune-ups
- Brake system repairs
- Small component change outs
- Tire repair and rotations
- Paint touch up

- b. Major Repairs: work that would require specialized training and tools to perform.

Examples of major repairs would be:

- Engine Overhauls
- Repairs that would require draining or removing the fuel tank or opening the fuel system.
- Welding or other “Hot” work.
- Body and fender work
- Any painting in excess of the maximum allowed by EPA

# AIR CARRIER LINE MAINTENANCE OPERATOR

## STATEMENT OF CONCEPT

An Air Carrier Line Maintenance Operator is a person, firm, corporation or other Entity that provides routine and non-routine line maintenance in accordance with an Air Carrier's instructions and procedures. These Operators are mobile and often provide their services from a vehicle that is a well-equipped mobile workshop.

## MINIMUM STANDARDS

### 1. FACILITIES

The actual facilities will depend on the services rendered to the airlines and the availability of space at the Airport. Equipment parking needs will likewise be handled individually.

### 2. EQUIPMENT

The Operator shall have all of the tools and equipment required to perform the services outlined in the Operator's contract with the Air Carrier, unless they are provided by the Air Carrier.

### 3. HOURS OF OPERATION

The Operator shall provide services in a timely manner during the hours specified by the air carrier.

### 4. PERSONNEL AND TRAINING

- a. The Operator shall have in its employ, and on duty during the appropriate business hours, sufficient trained personnel to meet the airline's requirements.
- b. The Operator shall have a duly appointed supervisor during business hours with the authority to represent and act for and on the behalf of the Operator.

### 5. PERMIT AGREEMENT

An Operator in this category may contract directly with and provide services to any Signatory or Non-Signatory Air Carrier at ICT provided they shall:

- Execute a Permit Agreement with the Authority.
- Each Operator shall provide the Authority with a signed copy of all agreements or contracts with an airline(s) serving the Airport.

# AIR CARRIER GROUND HANDLING OPERATOR

## STATEMENT OF CONCEPT

An Air Carrier Ground Handling Operator, or “ground handler,” is a person, firm, corporation or other Entity that engages in providing the following services to the airlines at the terminal facilities. The actual services to be provided will vary from airline to airline. This list is not intended to be all-inclusive and is provided as an example of the types of services that are typical of this category.

- Aircraft Marshalling and Parking
- Ramp to Flight Deck Communication
- Loading and Unloading of Passengers or Baggage
- Starting of Aircraft
- Moving of Aircraft
- Exterior Cleaning
- Interior Cleaning
- Lavatory Service
- Water Service
- Cooling and Heating
- Cabin Equipment and Inflight Entertainment Material
- Storage of Cabin Material
- Flight Operations and Crew Administration
- Baggage Handling

## MINIMUM STANDARDS

### 1. FACILITIES

- a. Shall lease space to provide for storage of ramp equipment when it is not in use.
- b. Shall have access to an area designated as “Flight Planning Room” for crews of commercial air carriers serviced by the operator. This room shall be available 24 hours per day, seven days per week and shall include:
  - Area for weather service, flight planning and filing sufficient to meet the needs of the commercial flight crew;
  - Access to rest rooms for the use of the commercial flight crew;
  - Public telephones, SITA or comparable telex equipment and dedicated direct line or automatic dial FAA/FSS telephone; and
  - A crew lounge, if required by the airline and available from the Authority.

### 2. EQUIPMENT

Shall maintain equipment in sufficient quantities and type to provide the services desired by the airline and to service all Aircraft used by the airline at ICT.

**3. HOURS OF OPERATION**

Shall have services available as required by the airline.

**4. PERSONNEL**

- a. One General Manager, on duty during regular business hours. At least one Supervisor, on duty when customer's Aircraft is on the ground.
- b. All personnel shall be properly uniformed with the company name prominently displayed.

**5. AIRPORT SECURITY**

All Operators shall be required to conform to the applicable requirements and procedures of the Security Plan for the Airport.

**6. PERMIT AGREEMENT**

- a. Execute a Permit Agreement with the Authority.
- b. Each Operator shall provide the Authority with a signed copy of all agreements or contracts with airline(s).

# **AIR CARRIER PASSENGER SERVICES OPERATOR**

## **STATEMENT OF CONCEPT**

Passenger Services are those activities that may be subcontracted by an air carrier to a firm specializing in these activities to better assist their arriving and departing passengers. Typical activities to include the following:

## **REPRESENTATION AND ACCOMMODATION**

- a. Liase with local authorities.
- b. Indicate that the Operator is acting as an agent for the Carrier.
- c. Inform all interested parties concerning movements of the Carrier's Aircraft.
- d. Effect payment, on behalf of the Carrier.

## **GENERAL SERVICES**

- a. Inform passengers and/or public about time of arrival and/or departure of Carrier's Aircraft and surface transport.
- b. Make arrangements for stopover, transfer and transit passengers and their baggage and inform them about services available at the airport.
- c. Provide or arrange for special equipment, facilities and specially trained personnel for assistance to:
  - Unaccompanied minors
  - Disabled passengers
  - VIPs
  - Others
- d. Take care of passengers when flights are interrupted, delayed or cancelled according to instructions given by the Carrier. If instructions do not exist, deal with such cases according to the practice of the airline's governing tariffs.
- e. If applicable, arrange storage of baggage.
- f. Notify the Carrier of complaints and claims made by the Carrier's clients and process such claims, as mutually agreed.
- g. Handle lost, found, or damaged property matters and storage as mutually agreed.
- h. Report to the Carrier any irregularities discovered in passenger and baggage handling.
- i. Provide or arrange for:
  - Check-in position(s)
  - Service counter(s)/desk(s) for other purposes
  - Lounge facilities

- j. Provide or arrange for personnel and/or facilities for porter or skycap services. This activity may be subcontracted to a firm that specializes in these activities.

## **ARRIVAL/DEPARTURE SERVICES**

- a. Passenger ticketing and seat assignments.
- b. Baggage tagging.
- c. Boarding information and ticket lift.
- d. Supervision of passengers while on the ramp.
- e. Passenger supervision for Border Protection and U.S. Customs Service.
- f. Supervision and responsibility for tour operators who may be present.
- g. Posting for the public the flight number and the name of the airline, tour operator and handling companies for each flight handled by the operator.
- h. Other passenger services as may be approved by the Authority.
- i. Direct passengers from Aircraft to the landside terminal baggage claim area.
- j. Compliance with all FAA or TSA Security Directives.

## **MINIMUM STANDARDS**

### **1. FACILITIES**

- a. Have access to the Authority common use or leased airline ticket counters.
- b. Lease or sublease office space for supervisory and support personnel.
- c. Shall maintain sufficient numbers of wheelchairs and aisle chairs as required by the airline and/or Authority.
- d. Shall have access to the aircraft loading bridges and disabled passenger lifts and received training in the operation of this equipment.
- e. Shall have access to baggage make-up and claim area.
- f. Shall have a designated area for lost and damaged baggage.
- g. Access to the above areas shall be by direct lease from the Authority, sublease from an airline, or Permit from the Authority.

### **2. EQUIPMENT**

This Operator shall have the usual and typical equipment, either owned or leased, for providing the services necessary and required by the airline.

### **3. HOURS OF OPERATION**

This Operator shall have services available as required by the airline and the capability to handle early or late flight operations as directed by the airline.

Operators shall comply with all federal requirements for allowing passengers to deplane when a departing flight is delayed at the Airport. Notification to the Authority shall be made whenever a flight is delayed longer than two (2) hours after passengers have boarded the aircraft.

### **4. PERSONNEL AND TRAINING**

- a. While providing passenger-handling services, the operator shall have at least one supervisor on duty.
- b. Employees engaged in passenger handling shall be trained in and familiar with:
  - Passenger ticketing and check-in services.
  - Border Protection and U.S. Customs rules and procedures.
  - Airport's ground transportation system and the services available for the handicapped.
  - Security requirements as required by the TSA, Carrier or Authority.
  - Other services as required by the Airline.
- c. All personnel shall be uniformed with the company name prominently displayed.

### **5. PERMIT AGREEMENT**

- a. Execute a Permit Agreement with the Authority.
- b. Each Operator shall provide the Authority with a signed copy of all written agreements or contracts with airline(s).

# AIR CARRIER FUELING OPERATOR

## STATEMENT OF CONCEPT

An Air Carrier Fueling Operator is a person, firm, corporation or other Entity acting as the “Into-Plane Agent” of an air carrier at the Airline Passenger Terminal Complex. An Air Carrier Fueling Operator provides the following services:

- a. The storage and into-plane delivery and quality control of contract aviation turbine fuels ordinarily used and required by air carriers serving the Airport; and
- b. The delivery of aviation oils and lubricants of all types and grades ordinarily required by air carriers utilizing the Airport.

In order to offer storage, delivery, and into-plane fueling services to airlines at the Airport, an Operator shall meet the Minimum Standards of EITHER ONE of the following two (2) categories:

1. Fixed Base Operator (FBO); or
2. Air Carrier Fueling Operator

An FBO may provide sales and fueling to any Aircraft using the Airport. However, an Air Carrier Fueling Operator shall be limited to offering into-plane fueling services only to airlines which hold use agreements with the Authority. Such Operator shall not be permitted to offering fueling services to General Aviation, military, government agencies, or to any other Aircraft operator. Fueling services shall not be conducted on a retail or wholesale basis.

The Operator shall only offer Jet-A fuel services, and shall not offer AvGas or any other type of aviation fuels. Fueling services shall only consist of the storage, handling, and into-plane dispensing of Jet-A fuels that have already been purchased by an airline from the vendor or broker of its choice.

## MINIMUM STANDARDS

### 1. EXPERIENCE

An Operator proposing to engage in air carrier fueling shall have a minimum of five (5) years experience fueling air carrier Aircraft at similar size or larger airports. At the time of application, the Operator must have at least three (3) other fueling operations at small, medium, or large hub U.S. airports.

### 2. FACILITIES

- a. An Air Carrier Fueling Operator shall lease from the Authority land sufficient to contain the required fuel farm facilities and ancillary equipment necessary to perform the services offered. The fuel farm shall be constructed with above-ground tank storage. Storage tanks shall contain a minimum of 150,000 gallons of storage capacity for Jet-A turbine fuel.
- b. This Operator will also be required to lease from the Authority, or sublease from an FBO, space at the Airport in support of its activities, such as office area, operations area and break room, as well as additional space away from the terminal area to park, store and maintain equipment when it is not actually being used.

### **3. EQUIPMENT**

An Operator performing air carrier fueling shall maintain equipment in sufficient quantities and of sufficient type to service all Aircraft handled by the Operator and which shall include at least the following:

- The Operator shall have at least two (2) 10,000 gallon mobile refueling tanker vehicles adequately equipped to service large transport jet aircraft.
- A dedicated fuel spill team consisting of a minimum of two properly trained individuals with a sufficient supply of absorbent materials and the vehicular means to transport this material for the immediate containment and subsequent clean up of a fuel spill and proper disposal of any hazardous waste created by any fuel spill. The training requirements, methods of disposal and clean up are all subject to approval by the Authority's Environmental and Safety divisions.

### **4. HOURS OF OPERATION**

The Operator shall provide services in a timely manner during the hours specified by the air carrier.

### **5. PERSONNEL**

- a. The Operator shall employ, and have on duty during the appropriate business hours, sufficient trained personnel to safely operate the fueling system and to meet the airline's requirements.
- b. The Operator shall have a duly appointed supervisor during business hours with the authority to represent and act for and on the behalf of the Operator.

### **6. AIRLINE AGREEMENTS**

- a. An Operator in this category may contract directly with and provide services to any Signatory or Non-Signatory Air Carrier at ICT, and shall provide the Authority with a copy of all signed written agreements or contracts with airlines currently serving the Airport.

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# SECTION EIGHT – APPLICATION FOR AGREEMENT

## AERONAUTICAL ACTIVITY APPLICATION

Any Entity desiring to engage in an Aeronautical Activity or Service (Commercial or Non-Commercial), or to construct new facilities at the Airport, shall submit a written application to the Director. Existing tenants or Operators on the Airport may submit a modified form of Application, as determined by the Director, depending on the nature of the proposed project or Service.

### APPLICATION

The prospective Operator shall submit all of the information requested on the Application/Proposal Requirements checklist below and thereafter shall submit any additional information that may be required or requested by the Director 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, references, etc.

No application will be deemed complete that does not provide the Director with the information necessary to allow for a meaningful assessment of the Applicant's prospective operation and capabilities, and determine whether or not the prospective operation will comply with all applicable Regulatory Measures and be compatible with the Airport's Master Plan or Airport Layout Plan.

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### APPLICATION/PROPOSAL REQUIREMENTS

An application submitted to the Authority shall include at least the following information in written form (as applicable and appropriate to the type of activity proposed):

1. The proposed nature of the business. Provide a detailed description of the intended nature of the business operation and list of services which would be conducted out of all Airport-based facilities. A copy of the business plan and marketing plan should be included. Include the means and methods it will employ to provide high-quality service to Airport users, and to increase business activity at the Airport System. The business plan should include a market analysis of the current business activity at the Airport that is targeted by the proposal.
2. The legal name of Applicant, and its business name (if different) plus address, fax, e-mail, telephone number, of Applicant and its principal contact:
  - If the Applicant is a corporation, include all contact information for the registered agent and the key management of the corporation. List the date of incorporation, EIN Number, the state in which the corporation is incorporated, status of corporation, and any other names the corporation has done business, or by which they may be known. Provide names and positions of each person who is either an officer of the corporation or an owner of more than 5% of the voting stock, and their taxpayer ID number. Include a copy of the Articles of Incorporation and list of Board of Directors.

- If the Applicant is a partnership/joint venture, include all contact information for all general partners/investors.
  - If the Applicant is an individual person, include all contact information and taxpayer ID number or social security number, and date of birth.
3. Name of all principals and/or holding company and financial backers.
  4. Applicant shall furnish a statement of its qualifications and past experience in providing the proposed services, together with a statement that it or its principals have the managerial ability to perform the proposed services. Applicant should include resumes of its key employees engaged in the management and operation of the proposed services.
  5. List of four references (include name, title, company, telephone number, Email and address).
  6. Number and type of Aircraft that will be provided, if applicable.
  7. A listing of assets owned, being purchased or leased which will be used in the business on the Airport.
  8. Equipment necessary and special tooling to be provided, if any.
  9. Number of persons to be employed (specify full and part time).
  10. Periods (days and hours) of proposed operation. FBOs must offer line services 24 hours per day.
  11. Amount of space/land that will be leased (include preferred location and preliminary site plan for initial development and future expansions).
  12. Building space to be constructed and the site and floor plan proposed.
  13. Construction cost estimate.
  14. Construction schedule.
  15. List of any prospective sub-Operators and uses.
  16. Evidence of financial responsibility to perform project and operation, including audited financial statements prepared or certified by a Certified Public Accountant.
  17. A current credit report (from a major credit reporting agency) for each Entity owning or having a financial interest in the business and a credit report on the business itself covering all geographical areas in which it has done business in the ten-year period immediately prior to such application. The Authority may, at its option, collect additional financial data from Dun & Bradstreet or other financial rating agencies.
  18. Preliminary plans, specifications and dates (including construction schedule and a site plan in accordance with the ALP and land use requirements) for any improvements, which the applicant intends to make on the Airport as part of the activity for which approval is sought. Applicant shall comply with appropriate construction standards and review procedures of the Authority.
  19. Proof that the Applicant has or the capability of having the minimum insurance coverage, by attaching hereto proof of insurance in the form of an "Accord" form, copy of policy binder or other suitable proof of such capability such as an insurance letter of intent.
  20. Statement of past work experience in conducting proposed operation and construction.
  21. Evidence of business activity projections for the first year and the succeeding four (4) years.
  22. Marketing plan to include methods to be used to attract new business (advertising, promotion, and incentives, etc.).

23. Plans for physical expansion, if future business should warrant such expansion.
24. Provide copies of all licenses, certifications, and permits possessed by the Applicant, or its key employees that will be based at the Airport, and that are necessary or required to perform the proposed services.
25. Provide details if the Applicant, or any owner or officer listed above, has any outstanding garnishments, levies, mechanic's liens, or debts?
26. Provide details if Applicant, or any Entity operated by the principals of the Applicant, has defaulted in the performance of any Agreement with the Authority, or any Agreement at any other airport.
27. Provide details if Applicant, or any corporate officer, substantial owner or investor, has ever filed for bankruptcy.
28. Provide details if Applicant, or any corporate officer, substantial owner or investor, has been charged, indicted, accepted diversion for, or been convicted of a felony crime, in any jurisdiction of the United States.
29. List all civil lawsuits the Applicant, or any corporate officer, substantial owner or investor, or any Entity operated by the principals of the Applicant is involved in, or has been involved in within the past seven (7) years.
30. Provide details if the Applicant, or any owner or officer listed above, owes any delinquent taxes to any governmental jurisdiction, or if there are any outstanding warrants or tax liens for unpaid taxes.
31. A written authorization for use by the Authority to obtain information from the FAA or other applicable Entity for any aviation or aeronautics commissions, administrators, departments of all states in which the applicant has engaged in aviation business to release information in their files relating to the applicant or its operation. The applicant shall execute all such forms, releases, or discharges as may be required by those agencies.
32. Such other information as the Authority may require.
33. Applicant shall provide with its application a signed certification statement as shown below:

Certification Statement

The undersigned is duly authorized to execute this application on behalf of the Applicant. The undersigned also:

1. Certifies that to the best of its knowledge and belief, the information being submitted to the Authority is true and correct and that there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses.
2. Certifies that the Applicant is in compliance with all applicable laws, regulations, ordinances and orders of public authorities.
3. Certifies that the Applicant is not in default under the terms and conditions of any grant or loan agreements, leases, or financing arrangements with any of its creditors.
4. Understands that the contents of this application, and any subsequent material submitted will remain confidential to the fullest extent permitted by the Kansas Open Records Act.
5. Authorizes the Wichita Airport Authority and any of its agents to conduct a background investigation based on the application, including but not limited to a criminal history checks and TSA Security Threat Assessments, reference checks, obtaining information from the FAA and other agencies or airports with which the Applicant has engaged in aviation business, and credit checks and financial investigations, as appropriate. The Applicant shall execute all forms, releases, or discharges as may be required by those agencies.

Signature \_\_\_\_\_  
Position \_\_\_\_\_  
Date \_\_\_\_\_

Notarized by \_\_\_\_\_

## **ACTION ON APPLICATION AND APPROVAL PROCESS**

The Authority shall make a reasonable effort to review and act upon an application within ninety (90) days from the receipt of the application.

All applications received and the information contained within will remain confidential to the fullest extent permitted by the Kansas Open Records Act. However, because the Wichita Airport Authority is a government-owned and operated entity, it should be understood that information related to the Applicant can become public in the course of public meetings, correspondence requests by the general public, media announcements, or by public records requests.

Applications may be denied for one or more of the following reasons, among others:

1. The Applicant does not meet qualifications, standards and/or requirements established by these Minimum Standards or other policies of the Authority.
2. The Applicant's proposed operations or construction will create a safety hazard or have a detrimental operational effect on the Airport.
3. The granting of the application will require the expenditure of Authority funds, labor or materials on the facilities described in or related to the application, or the operation will result in a financial loss or hardship to Authority.
4. There is no appropriate or adequate available space on the Airport to accommodate the entire activity of the Applicant.
5. The proposed operation, development and/or construction does not comply with the current Airport Master Plan (AMP) and/or Airport Layout Plan (ALP).
6. The development or use of the area requested will result in a congestion of Aircraft or buildings, or will result in unduly interfering with the operations of any current FBO, SASO, or other tenant on the Airport, such as problems in connection with Aircraft traffic or service, or preventing free access and egress to the existing FBO, SASO, or tenant areas, or will result in depriving, without the proper economic study, an existing FBO, SASO, or tenant of portions of its leased area in which it is operating.
7. Any Entity applying or having an interest in the business, has supplied false information, or has misrepresented any material fact in the application or in supporting documents, or has failed to make full disclosure on the application.
8. Any Entity applying, or having an interest in the business, has a record of violating any Wichita Airport rules, regulations, policies or procedures, or the rules and regulations of any other airport, any aviation-related Federal rules and regulations, or any other rule, regulation, law or ordinance applicable to this or any other airport.
9. Any Entity applying, or having an interest in the business, has defaulted in the performance of any Agreement with the Authority, or of any Agreement at any other airport.

10. Any Entity applying, or having an interest in the business, is not sufficiently credit worthy and responsible, in the sole judgment of the Authority, to provide and maintain the business for which the application relates to promptly pay amounts due under an Agreement.
11. The Applicant does not have the finances necessary to conduct the proposed operation. The Applicant must demonstrate financial capability to initiate operations, to construct proposed Improvements, and to provide working capital to carry on the contemplated operations. The demonstration of financial and managerial capability shall include a cash flow and a profit and loss projection for the first five (5) years of the proposed operation.
12. The provided business and marketing plan does not demonstrate that the proposed activity is financially viable at the Airport.
13. The Applicant cannot obtain proper insurance coverage for the proposed activity, or other performance and payment bonds during construction.
14. The proposed activity does not comply with the aviation-related requirements of Kansas law.
15. The Applicant seeks Agreement terms which are inconsistent with Authority policies.
16. The Applicant and its key employees are unable to successfully pass TSA security threat assessments and background investigations.
17. The proposed activity is inconsistent or incompatible with the Airport System's mission, goals or objectives, or any policies, laws or regulations, or FAA grant assurances, and including the Authority's obligation to run a safe, efficient, and financially self-sufficient business enterprise for the benefit of the public.

## **DENIAL OF APPLICATION**

The Authority reserves at all times the right to approve or disapprove the application for any proposed Aeronautical Activity or Service. Such approval shall take into account the aforementioned Minimum Standards along with an analysis of the business background, financing and proposed plans for the development of an Aeronautical Activity. Final approval by the Authority shall thus be based on an appraisal of the application in regard to the purposes and intent as set forth and based on a commonly acceptable business analysis.

Should an application be denied by the Director, the Applicant may appeal to the Wichita Airport Advisory Board (WAAB) for re-consideration. The WAAB will make a recommendation to the Wichita Airport Authority (WAA), whose decision will be final.

# APPENDIX ONE

## **SUMMARY TABLE OF MINIMUM FACILITIES REQUIREMENTS**

(on next page)

OPERATOR ACTIVITY	TOTAL LEASEHOLD (SF)	HANGAR (STORAGE) (SF)	HANGAR (MAINT.) (SF)	RAMP (SF)	CUSTOMER AREA/LOBBY/OFFICE/CLASS ROOM (SF)	SHOP/PARTS STORAGE (SF)	JET-A STORAGE (gal.)	AVGAS STORAGE (gal.)	JP STORAGE (gal.)	JET-A TRUCKS (gal.)	AVGAS TRUCKS (gal.)	JP TRUCKS (gal.)
<b>Fixed Base Operator (FBO)</b>	217,800 (5 acres)	30,000	10,000	130,680 (3 acres)	5,000	1,500	20,000	10,000	as r'qrd by military	2-2,000 plus 2-5,000 if fueling airlines	1-750	1-2,000 or as r'qrd by military
<b>Specialized Aeronautical Service Operators (SASO)</b>												
<b>Aircraft Sales</b>	TBD	TBD	TBD	TBD	TBD	TBD	NP	NP	NP	NP	NP	NP
<b>Aircraft Maintenance</b>	43,560 (1 acre)	NA	10,000	15,000	600	1,000	NP	NP	NP	NP	NP	NP
<b>Aircraft Rental/ Training</b>	21,780 (0.5 acre)	5,000	NA	7,500	2,000	NA	NP	NP	NP	NP	NP	NP
<b>Avionics/ Instrument</b>	43,560 (1 acre)	NA	10,000	15,000	600	1,500	NP	NP	NP	NP	NP	NP
<b>Aircraft Management</b>	32,670 (0.75 acre)	5,000	NA	7,500	1,250	NA	NP	NP	NP	NP	NP	NP
<b>Charter/ Air Taxi</b>	32,670 (0.75 acre)	5,000	NA	7,500	1,250	NA	NP	NP	NP	NP	NP	NP
<b>Commercial Hangar</b>	87,120 (2 acres)	15,000; 10,000 if T-Hangars	NA	22,500	600	NA	NP	NP	NP	NP	NP	NP
<b>Non-Commercial Operators</b>												
<b>Non-Comm'l. Private Hangar</b>	43,560 (1 acre)	10,000	NA	15,000	600	NA	10,000	10,000	NP	NP	NP	NP

Notes: "NA" means "not applicable"; "NS" means "not specified"; "TBD" means "to be determined"; "NP" means "not permitted"

Aircraft Sales Operators and other Specialized Commercial Operators not listed above may lease space from an FBO or lease directly with WAA for facilities to be determined on a case-by-case basis depending on the type of operation

Any SASO or Non-Commercial Operator may meet its facility requirements by Subleasing from an FBO or by leasing directly from the WAA

## APPENDIX TWO

### SCHEDULE OF MINIMUM INSURANCE REQUIREMENTS

OPERATOR TYPE	COMPREHENSIVE GENERAL LIABILITY	HANGARKEEPER'S LIABILITY	AIRCRAFT LIABILITY	AUTOMOBILE LIABILITY
Fixed Base Operator	\$10 million	\$5 million		\$5 million
Aircraft Maintenance	\$1 million	\$1 million		\$1 million
Aircraft Rental/ Flight Training	\$1 million		\$1 million	\$1 million
Avionics/Instrument/ Propellor	\$1 million	\$1 million		\$1 million
Aircraft Sales	\$1 million		\$1 million	\$1 million
Charter/Air Taxi	\$5 million		\$5 million	\$1 million
Aircraft Management	\$1 million		\$1 million	\$1 million
Commercial Hangar	\$1 million	\$1 million		\$1 million
Non-Commercial Hangar	\$1 million			\$1 million
Specialized Operator	\$1 million			\$1 million

NOTES:

1. Comprehensive Vehicle/Automobile Liability is required only on vehicles operated on non-public portions of the Airport. Vehicles authorized to operate on the Aircraft Operations Areas (AOA) shall carry \$5 million.
2. Hangarkeeper's Liability is required when an Operator provides storage, or provides for the care, custody and control of Aircraft that the Operator does not own. It is not required when an Operator is storing its own Aircraft.
3. Aircraft/Passenger Liability is required when passengers are transported in an Aircraft operated as part of the Operator's business activities.
4. Fixed Base Operators are required to carry a minimum of \$5 million in Products Liability coverage for fuel sales activities. This may be provided in conjunction with the fuel supplier.
5. FBOs and Non-Commercial Hangar Operators providing fuel services are required to carry a minimum of \$1 million for Pollution and Environmental Consequences Liability coverage.
6. Aircraft Maintenance Operators and Avionics/Instrument/Propeller/Accessory Repair Operators are required to carry a minimum of \$1 million on Products and Completed Operations Liability coverage.
7. All Operators are required to carry Fire and Casualty Insurance coverage for facilities at a Full Replacement Value.
8. All Operators shall carry any other insurance that may be required by State Law.
9. All policies shall name the Authority and City, and their officers and employees, individually and collectively as additional insureds.
10. Minimum amounts and types of coverage required may be modified from time-to-time by the Authority upon the advice of its risk management agents and insurance carriers.
11. During any period of construction by Operator, appropriate Builders Risk Insurance shall be provided, along with Performance and Payment Bonds.