

GENERAL AVIATION MINIMUM STANDARDS

FOR THE GREENWOOD MUNICIPAL AIRPORT (KHFY)

Please contact the Office of the Airport Manager: 317-881-0887, airport@greenwood.in.gov

GREENWOOD MUNICIPAL AIRPORT GENERAL AVIATION MINIMUM STANDARDS

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Section 1 – GENERAL PROVISIONS AND BOARD POWERS.

1.1. Definitions

- 1.1.1. Definitions identified and defined in Section 2 (Definitions), whenever used in the Greenwood Airport Primary Guiding Documents, shall be construed as defined therein unless from the context a different meaning is intended, or unless a different meaning is specifically defined and more particularly ascribed to the use of such words or phrases.

1.2. Governing Body

- 1.2.1. The Greenwood Municipal Airport (herein referred to as Greenwood Airport) is owned and operated by the City of Greenwood, Indiana
- 1.2.2. The Governing Body of the Greenwood Airport is the Board of Aviation Commissioners (herein referred to as Board), comprised of four members appointed by the Mayor of Greenwood, Indiana.
- 1.2.3. The Board reserves unto itself all powers and authority granted to it by statute, as well as all powers necessary or reasonably incident to carrying out the powers and authority granted by statute, and for the operation and maintenance of the Airport as a general aviation facility.

1.3. Statement of Policy

- 1.3.1. It is the intent of the Greenwood Airport to: (1) plan, manage, operate, finance, and develop the Airport to ensure its long-term financial health and protect and promote the health, safety, and general welfare of the public consistent with all applicable Regulatory Measures and (2) encourage the development and operation of General Aviation businesses and the provision of quality aviation products, services, and facilities to the public at the Airport.
- 1.3.2. Therefore, the following mission statement has been established for the Airport by the Board:
 - 1.3.2.1. To develop and operate our aviation assets in a manner that provides the community, local businesses, corporate aviation, general aviation and residing tenants with the highest level of service, safety, satisfaction and economic benefit making the Greenwood Airport a preferred destination to locate and operate corporate and general aviation aircraft and their related businesses.
- 1.3.3. As set forth by the Federal Aviation Administration (FAA), by way of its Airport Assurances, any airport developed with federal grant assistance is required to operate for the use and benefit of the public and shall be made available to all types, kinds, and classes of Aeronautical Activity on fair and reasonable terms and without discrimination.

1.4. Airport Management

- 1.4.1. The Airport Manager is responsible for the operation, management, maintenance, and security of the Airport and all Airport owned land, improvements, facilities, vehicles, and equipment – as authorized and equipped by the Board.
- 1.4.2. The Board has authorized and directed the Airport Manager to:
 - 1.4.2.1. interpret, administer, and enforce agreements and these Minimum Standards and the authority to permit temporary, short-term occupancy or use of certain Airport land or Infrastructure; and
 - 1.4.2.2. 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 Board under this document.
- 1.4.3. All official inquiries to the BOAC regarding these Greenwood Airport Primary Guiding Documents and/or compliance therewith should be directed initially to the Airport Manager.

1.5. Authority to Adopt

- 1.5.1. These Greenwood Airport Documents are promulgated under the authority granted by Indiana Statutes (IC 8-22-2), which specifically grant the Board the power to “acquire, establish, construct, own, control, lease, equip, improve, maintain and operate airports”.

1.6. Effective Date

- 1.6.1. Unless repealed or amended by the Board, these Greenwood Airport Primary Guiding Documents shall be in effect and shall remain in effect from the date of adoption by the Board.

1.7. Compliance with Regulatory Measures

- 1.7.1. All entities occupying or using, engaging in a Aeronautical Activity on, or developing Airport land or Improvements shall comply, at the entity’s expense, with all applicable Regulatory Measures including, without limitation, those of the federal, state, and local government and any other Agency having jurisdiction over the Airport, the businesses operating at the Airport, and the activities occurring at the Airport including the United States Department of Transportation, the FAA, Environmental Protection Agency (EPA), the State of Indiana, Indiana Department of Transportation (INDOT), Indiana Department of Environmental Management (IDEM), the City of Greenwood, the Greenwood Board of Aviation Commissioners, and these Greenwood Airport Documents; all as may be in effect and amended from time to time.

1.8. Conflicting Regulatory Measures and Agreements

- 1.8.1. If a provision of these Greenwood Airport Documents is found to be in conflict with any other provision of these Greenwood Airport Documents or in conflict with a provision of any law or regulation, the provision that establishes the higher or stricter standard or requirement shall prevail.
- 1.8.2. It is not the intent of these Greenwood Airport Documents to repeal, abrogate, annul, or in any way impair or interfere with any existing provision of any law or

regulation except those specifically repealed by these Greenwood Airport Documents.

- 1.8.3. It is not the intent of these Greenwood Airport Documents to excuse any entity from performing any obligation it may have with the Board as set forth in any Agreement the entity has with the Board, whether such Agreement is in existence on the date of the adoption of these Greenwood Airport Documents or entered into at any time thereafter.
- 1.8.4. No future Agreement, nor any payment or performance required thereunder, shall excuse any entity from full and complete compliance with these Greenwood Airport Documents.

1.9. Repeal of Regulatory Measures

- 1.9.1. All Airport leasing, minimum standards, rules and regulations, and development guidelines previously enacted and any other Board ordinance or resolution that is specific to the Airport and in conflict with these Greenwood Airport Documents is hereby repealed to the extent of the conflict.

1.10. Right to Self-Service

- 1.10.1. Aircraft owners may perform maintenance on aircraft only as allowed in hangar lease agreements and in accord with FAA regulations. Service done on aircraft at KHFY that requires FAA licensing must be performed by a maintenance facility that is properly licensed, insured, and which has entered into a SASO agreement with the Board.

1.11. Prohibited Activities

- 1.11.1. Entities desirous of or having “Through-the-Fence” access shall not be permitted to operate from the Greenwood Airport on land located off and adjacent to the Airport.
- 1.11.2. Entities desirous of or having a “Sublease” relationship with another entity, must seek the Board’s written approval as per Section 1.16.

1.12. Severability

- 1.12.1. If one or more clauses, sections, or provisions of these Greenwood Airport Documents shall be held to be unlawful, invalid, or unenforceable by final judgment of any Agency or court of competent jurisdiction, the invalidity, voiding, or unenforceability of such clauses, sections, or provisions shall not in any way affect the validity of any other clauses, sections, or provisions of these Greenwood Airport Documents.

1.13. Subordination

- 1.13.1. These Greenwood Airport Documents are subject and subordinate to the provisions of any existing or future Agreements between the Board, the State of Indiana and the United States Government pertaining to the operation, management, planning, and development of the Airport.

1.14. Notices, Requests for Approval, Applications, and Other Filings

1.14.1. Any notice, request for approval, application, or other filing required or permitted to be given or filed with the Airport Manager and any notice or communication required or permitted to be given or filed with any Lessee, prospective Lessee, Sublessee, prospective Sublessee, Operator, or prospective Operator pursuant to these Documents shall be in writing, signed by the party giving such notice, and shall be sent by overnight courier, United States certified mail, or in person (with dated and signed receipt), and shall be deemed to have been given when delivered to the Airport Manager, Lessee, Sublessee, or Operator at their principal place of business or such other address as may have been provided to the Airport Manager.

1.15. Amendments

1.15.1. These Greenwood Airport Documents may be supplemented, amended, or modified by the Board from time to time and in such a manner and to such extent as is deemed appropriate by the Board.

1.15.2. The Board and Airport Manager may issue special rules, regulations, notices, memorandums, directives, covenants, restrictions, or conditions from time to time as is deemed appropriate by the Board and Airport Manager.

1.15.3. The Board shall provide public notification of pending amendments to these Greenwood Airport Documents in order to provide the opportunity for public comment and input by Operators, Lessees, Sublessees, consumers, users, and the community.

1.16. Variance or Exemption

1.16.1. A special waiver may be obtained from the Board provided that the waiver is petitioned for in writing and that permission for the waiver is obtained in writing from the Board.

1.16.1.1. Each waiver shall be petitioned separately.

1.16.2. Requests for special variance or exemption must state definitively the Document and the provision, for which the waiver is being sought, describe the proposed waiver, state the reason or rationale for the proposed waiver, and identify the duration of the proposed waiver.

1.16.3. The Board has the right, but is not obligated, to approve waivers to these Greenwood Airport Documents when a specific clause, section, or provision does not seem justified in a particular case because of special conditions and unique circumstances.

1.16.4. Any waiver approved by the Board shall apply only to the special conditions or unique circumstances of the particular case under which the waiver is granted and shall not serve to amend, modify, or alter the Greenwood Airport Documents.

1.16.5. When a specific product, service, or facility is not currently being provided at the Airport, the Board may enter into an Agreement with an entity with terms and conditions that are less restrictive than those outlined in these Greenwood Airport Documents (e.g., reduced rents, lower minimum standards, etc.), only for a limited period of time, not to exceed twelve (12) months (i.e., pioneering period). The maximum duration of the pioneering period shall be specified in the Agreement and shall only be valid during that specific period of time.

1.17. Enforcement

1.17.1. The Board shall be responsible for enforcement of these Documents.

1.17.1.1. The Airport Manager is empowered to require compliance with and enforce these Greenwood Airport Primary Guiding Documents.

1.17.2. Any person or entity who violates these Greenwood Airport Documents may be cited, removed from the Airport, denied the use of the Airport, and/or prevented from engaging in activities at the Airport and shall be subject to all legal, equitable, statutory, and common law rights and remedies available to the Board including, but not limited to, actions for declaratory relief, injunctive relief, specific performance, and damages.

1.17.2. In the event any Operator, Lessee, Sublessee, or other authorized user fails to comply with these Greenwood Airport Documents, the Airport Manager shall send a written statement of violation to such entity at its last known address. The entity shall have 10 days within which to provide a statement to the Airport Manager explaining why the violation occurred and to advise the Airport Manager that the violation has been corrected. The Board, in their own discretion, has the right to revoke the entity's privileges at the Airport or may suspend the operations for a period of time as they deem necessary in order to obtain a correction of the violation. In addition, any such violation(s) shall be considered in renewing the entity's application. The entity shall pay for any costs incurred by the Airport, including but not limited to attorney fees, under this paragraph.

1.17.3. Violation of these Greenwood Airport Documents may also or alternatively result in, termination of any Agreement, denial of use of the Airport, and/or prosecution under the applicable Regulatory Measure.

1.17.4. Parties aggrieved by a decision of the Airport Manager may appeal (in writing) such decision to the Board within 10 days after such decision is issued. The Board will hear the appeal at the next scheduled regular public meeting or at the special meeting.

1.18. Rights Reserved

1.18.1. In addition to the following rights and privileges, the Board reserves the rights and privileges outlined under federal and/or state Airport Assurances as such rights and privileges may be amended from time to time. The Board retains the right to permit or deny use of the Airport in accordance with the Airport Master Plan, Airport Layout Plan and other plans/procedures with the FAA, INDOT, and other relevant governing agencies.

1.18.1. The Board reserves the right to take such actions as they may deem necessary, appropriate, and/or in the best interest of the Board to preserve and protect the safety and integrity of the Airport's mission, vision, and facilities as well as the users of the Airport.

1.19. Grounds for Denial

1.19.1. The Board may reject any proposal or any application for any one or more of the following reasons:

1.19.1.1. The entity, for any reason, does not fully meet the qualifications, standards, and requirements established by the Board. The burden of proof shall be on the entity and the standard of proof shall be by clear and convincing evidence.

1.19.1.2. The entity's proposed Activities and/or Improvements will create a safety hazard at or on the Airport.

- 1.19.1.3. The Board would be required to expend funds and/or supply labor and/or materials in connection with the proposed Activities and/or Improvements that the Board is unwilling and/or unable to spend and/or will result in a financial loss or hardship for the Board.
- 1.19.1.4. No appropriate, adequate, or available land and/or Infrastructure exists at the Airport to accommodate the proposed Activity of the entity (at the time the proposal or application is submitted), nor is such availability anticipated within a reasonable time frame.
- 1.19.1.5. The proposed Activities and/or Improvements do not comply with the Master Plan of the Airport or the ALP then in effect or anticipated to be in effect within the time frame proposed by the entity.
- 1.19.1.6. The requested development or use of the land, including any proposed development of improvements or infrastructure, will result in a congestion of Aircraft and/or will unduly interfere with Activities of any existing Operator on the Airport and/or prevent adequate access to the Leased Premises of any existing Operator.
- 1.19.1.7. The entity has intentionally or unintentionally misrepresented or omitted material fact in the proposal, on the application, and/or in supporting documentation.
- 1.19.1.8. The entity has failed to make full disclosure in the proposal, on the application, and/or in supporting documentation.
- 1.19.1.9. The entity or an officer, director, agent, representative, shareholder, or employee of the entity has a record of materially violating the Regulatory Measures of the Board (or any other airport), the FAA, or any other Regulatory Measure applicable to the Airport and/or the entity's proposed Activity.
- 1.19.1.10. The entity or an officer, director, agent, representative, shareholder, or employee of the entity has defaulted in the performance of any Agreement or Sublease at the Airport or at any other airport.
- 1.19.1.11. The entity has not demonstrated that it possesses adequate financial responsibility or that it is reasonably capable to undertake the proposed Activity.
- 1.19.1.12. The entity cannot provide a performance bond or applicable insurance in the type and amounts required by the Board for the proposed Activity.
- 1.19.1.13. The entity or an officer or director of Applicant has been convicted of a felony.
- 1.19.1.14. The entity's proposed Activity has been or could be detrimental to the Airport.
- 1.19.1.15. The entity seeks terms and conditions which are inconsistent with the Board's policies or any request for proposal (or any other invitation for proposals) issued by the Board.
- 1.19.1.16. The entity's interests and/or the proposed Activity or use is inconsistent with the Airport's mission (purpose), vision, values, goals, or objectives; the best interests of the Board; or, any Airport Assurances.

Section 2 DEFINITIONS

Abandoned, As applied to Property (excluding Aircraft or Vehicles) left at the Airport, means that it has been left on the Airport for 48 hours without the owner moving, claiming it or making prior arrangements.

Abandoned Vehicle, Any Vehicle that has remained stationary on the Airport in excess of 72 hours and is in a condition that would render the Vehicle undrivable, including expired license plates, missing (or flat) tire, and/or broken window, without permission.

Aeronautical Activity (or "Aeronautical Activities" or "Activity" or "Activities"), Any Activity or service 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 Activities, without limitation, which are commonly conducted on airports, are considered Aeronautical Activities within this definition: Aircraft charter, flight training, Aircraft rental, sightseeing, aerial photography, aerial spraying and agricultural aviation services, aerial advertising, aerial surveying, air carrier operations (passenger and cargo), Aircraft sales and service, sale of aviation fuel and oil, Aircraft Maintenance, sale of Aircraft parts, and any other Activities which, in the sole judgment of the Airport, because of their direct relationship to the operation of Aircraft or the Airport, can appropriately be regarded as an Aeronautical Activity. For all purposes of the Greenwood Airport Primary Guiding Documents, all products and services described herein are deemed to be "Aeronautical Activities".

Agency, Any federal, state, or local governmental entity, unit, agency, organization, or authority.

Agreement (or "Permit"), A written contract, executed by both parties, and enforceable by law between the Board and an entity granting a concession, transferring rights or interest in land and/or Infrastructures, 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.

Aircraft, Any device that is used or intended to be used for flight in air. This includes, but is not limited to, airplanes, airships, balloons, dirigibles, rockets, helicopters, gliders, gyrocopters, ground-effect machines, sailplanes, amphibians, and seaplanes as defined in 14 CFR Part 1.

Aircraft Maintenance, The repair, maintenance, overhaul, alteration, preservation, or inspection of Aircraft (including the replacement of parts), but excludes preventative maintenance.

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, lessee, or otherwise), for the purpose of air navigation including the piloting of Aircraft, or on any part of the surface of the Airport.

Aircraft Owner, Aircraft owner, owner of an aircraft, or similar terms shall mean the registered owner or lessee of an aircraft having full and exclusive operational control over the aircraft.

Airframe and Powerplant Mechanic (or “A and P Mechanic or A&P”), A person who holds an Aircraft mechanic certificate with both the airframe and powerplant ratings. This certification is issued by the FAA under the provisions of 14 CFR Part 65.

Airport, The Greenwood Airport and all land, Infrastructures, improvements, and appurtenances within the legal boundaries of the Airport as it now exists on the Airport Master Plan or ALP and as it may hereinafter be extended, enlarged, or modified.

Airport Assurances, Assurances with which Airport owner/operators must comply, in the performance of grant agreements for Airport development, Airport planning, and noise compatibility program grants for Airport sponsors.

Airport Manager, The individual charged with the duty to manage, supervise, control, and protect the Airport or such other employee of the Greenwood Airport as the Airport Manager may from time to time designate in writing to carry out the duties of the Airport Manager.

Airport Operations, The number of arrivals and departures from the airport. There are two types of operations: local (operations performed by aircraft which (1) operate in the local traffic pattern or within sight of the airport; (2) are known to be departing for, or arriving from flight in local practice areas located within a 20 mile radius of the airport; and (3) execute simulated instrument approaches or low passes at the airport) and itinerant (all aircraft operations other than local operations).

Airport Operations Area (AOA), This area includes Aircraft Movement Areas, Aprons, loading ramps, and safety areas.

Airport Layout Plan, (or “ALP”), The currently approved drawing depicting the physical layout of the Airport and identifying the location and configuration of current and proposed Runways, Taxiways, buildings, roadways, utilities, NAVAIDs, etc.

Applicant (or “Proposed Operator”), An entity desiring to use land and/or Improvements and Infrastructure at the Airport to engage in Aeronautical Activities and who shall apply in writing and in the manner or form prescribed herein for authorization to engage in such Activities at the Airport.

Appraiser, A person who possesses the education, training, experience, license and professional qualifications necessary to render a properly informed opinion regarding the value of real estate within the State of Indiana.

Apron, (or “Ramp”), Those paved areas of the Airport within the AOA designated by the Greenwood Airport for the loading or unloading of passengers, servicing, or parking of Aircraft.

Association, an entity legally formed and recognized under the laws of the state of Indiana having an existence separate and apart from its members or shareholders (i.e., Limited Liability Company, Corporation, Partnership, Limited Partnership, etc.).

Authorizing Agent, Any business, Lessee, or Aircraft Operator based at the Airport, or an Agency that holds a contract with the Airport.

Board, The Greenwood Board of Aviation Commissioners, whose membership and delegated duties are discussed and outlined in Indiana Code 8-22-1, and are appointed by the Mayor of Greenwood.

Certificates of Insurance, A certificate provided by and executed by an Operator's insurance company evidencing the insurance coverages and limits of the Operator.

CFR, Code for Federal Regulations, as may be amended from time to time.

Commercial, An Activity that involves, makes possible, or is required for the operation of Aircraft, or that contributes to, or is required for the safe conduct and utility of such Aircraft operations, the nature of such Activity normally being to generate and/or secure earnings, income, compensation (including exchange of service), and/or profit, whether or not such objectives are accomplished. A BOAC-approved entity that participates in such activities will be known as a **Commercial Operator**

Commercial Vehicle, A Vehicle of any type used or maintained for the transportation of persons, goods or property for hire, compensation or profit.

Compensation, Any form of reimbursement for goods or services such as, but not limited to, monetary, barter, favors, gratuity.

Competitive Proposal Process, A process that is used to seek competitive proposals from qualified entities when land and/or Improvements and Infrastructure are or become available at the Airport for occupancy or use.

Condemnation, The taking of land and/or Improvements and Infrastructure for any public or quasi-public use under any Regulatory Measure or by the right of eminent domain, or by private purchase in lieu thereof which would prevent or materially interfere with the use of the premises for the purpose for which it is then being used.

Contiguous Land, Land that is sharing an edge or boundary.

Current, All rents, fees, and other charges (required to be paid under any and all Agreements) are paid.

Development Guidelines, The parameters governing the design, construction, and/or modification of Operator or Lessee facilities at the Airport.

Emergency Public Service, Services provided to the general public including police, fire, rescue, and emergency medical and/or ambulatory transportation.

Emergency Vehicle, Vehicle of the police or fire department, ambulance or any Vehicle conveying an Airport official or Airport employee in response to an official emergency call.

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) or any person under contract through a temporary employment agency.

Equipment, All property and machinery, together with the supplies, tools, and apparatus necessary for the proper conduct of the Activity being performed.

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 may be conferred either by express Agreement, by 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. 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.

Fair Market Rent, The rent that a property would command in the open market as indicated by rents asked and paid for comparable property as of the date of determination.

Fair Market Value, The price at which a property would change hands between a willing buyer and a willing seller, when there is no compulsion to buy or sell by either party, and both parties have reasonable knowledge of the relevant facts.

Federal Aviation Administration (or "FAA"), 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 (or "FBO"), a Commercial Operator engaged in the sale of multiple products, services, and facilities to Aircraft Operators including, but not limited to:

- 1) Sale of Aviation Fuels and Lubricants
- 2) Passenger, crew and aircraft ground services, support and amenities (line service)
- 3) Aircraft Maintenance/Repair (Full-time)
- 4) Flight Training (Full or Part-time)
- 5) Aircraft Storage and Tiedown

Flight Training, Any primary use of an Aircraft to increase or maintain pilot or crewmember proficiency rather than the use of an Aircraft as transportation between two different Airports or

other destinations. Flight Training shall also include any portion of a flight between two Airports or other destinations dedicated to increase or maintain pilot or crewmember proficiency.

Flying Club, Any Association or entity that is not-for-profit in its organization that owns an aircraft for use by its members, with proof provided to the Airport Manager. Flying Club's may operate under a restricted membership or an open public membership.

Please see: **AC No:** 150/5190-7 and **AC No:** 00-25

General Aviation, All aviation with exception of air carriers (including cargo) and government. General Aviation Aircraft are utilized for Commercial and non-commercial purposes including business/corporate, recreational/pleasure, charter/air taxi, industrial/special purpose, and instructional.

General Provisions and Definitions, Provisions that are common to all Greenwood Airport Primary Guiding Documents.

Good Standing, Consistently in compliance with all applicable Regulatory Measures and not in default of any Agreement with the Board.

Greenwood Airport Documents, a compilation of policy documents of the Board properly adopted by Resolution or Ordinance of the Board, as may be amended from time to time, including General Provisions and Definitions, Lease/Rates and Charges Policy, Minimum Standards, Rules and Regulations, and Development Guidelines.

Hazardous Materials, Any oil, petroleum products, flammable substances, explosives, radioactive materials, hazardous wastes, toxic wastes or substances or any other wastes, material or pollutants which pose a hazard to the health and safety of the owners, occupants or any person on (or entering) the Leased Premises or properties adjacent to it and/or cause the Property to be in violation of any Regulatory Measure.

Improvements, All buildings, structures, and facilities including pavement, concrete, fencing, signs, and landscaping constructed, installed, or placed on, under, or above any land on the Airport.

Independent Operator, Commercial Operator or SASO, that has an agreement with the Board along with a defined amount of time to perform work.

Infrastructure, Runways, Taxiways, Taxilanes, Aprons, NAVAIDs, roadways, and utilities.

Leased Premises, The land and/or Improvements used exclusively by Operator for the conduct of Operator's Activities.

Lessee, An entity that has entered into an Agreement with the Board to occupy, use, and/or develop land and/or Improvements and Infrastructure and engage in Aeronautical Activities.

Master Plan, An assembly of appropriate documents and drawings covering the

development of the Airport from a physical, economical, social, and political jurisdictional perspective and adopted by the Board, a copy of which is on file and available for inspection in the Airport Manager's office, and any amendments, modifications, revisions, or substitutions thereof. The Airport Layout Plan is a part of the Master Plan.

Minimum Standards, Those qualifications, standards, and criteria set forth as the minimum requirements to be met as a condition for the right to engage in Activities at the Airport.

Movement Area, The Runways, Taxiways, and other areas of the Airport which are utilized for taxiing, takeoff, and landing of Aircraft, exclusive of loading ramps and parking areas.

Non-Commercial, Not for the purpose of securing earnings, income, compensation (including exchange of service), and/or profit.

Non-Commercial Operator, An entity that either owns or leases and operates Aircraft for personal or recreational purposes. In the case of a business, the operation of Aircraft must be an ancillary Activity to support the business's purposes by providing transportation for the exclusive use of its employees, agents, and/or customers. In all cases, the Non-Commercial Operator neither offers nor engages in Commercial Aeronautical Activities.

Non-Exclusive Use or Common Areas, The land and/or Improvements and Infrastructure at the Airport that is available for use on a non-exclusive basis.

Operator (as used in Lease/Rates and Charges Policy and Minimum Standards), An entity that has entered into an Agreement with the Board to engage in Aeronautical Activities.

Park, The standing of an Aircraft or Vehicle, whether occupied or not, other than for the purpose of and while engaged in loading or unloading of Property and/or passengers.

Police Department(s), Agency and law enforcement officers having jurisdiction (responsibility) over those portions of the Airport located within the property. As such, the terms "Police Department(s)" and "law enforcement officer" are used interchangeably.

Property, anything that is owned by an entity. Property is divided into two types: "real property," which is any interest in land, real estate, growing plants or the Improvements and Infrastructure on it, and "personal property", which is everything else.

Public Area ("or Common Area"), those areas of the Airport open for public thoroughfare, gathering, waiting, and/or viewing, and in which access is not restricted by federal and Airport regulations.

Regulatory Measures, Federal, state, county, local, and Airport, laws, codes, ordinances, policies, rules, and regulations, including, without limitation, those of the United States Department of Transportation, the FAA, NFPA, and these Greenwood Airport Primary Guiding Documents; all as may be in existence, hereafter enacted, and amended from time to time.

Repair Station, A certificated Aircraft Maintenance facility approved by the FAA to perform certain specific maintenance functions. These facilities are certificated under 14 CFR Part 145.

Restricted Area, Areas of the Airport, other than Public Areas, wherein entry or use thereof is restricted to authorized personnel only pursuant to Regulatory Measures, including but not limited to: runways, Taxiways, fire lanes, airport maintenance facilities, mechanical rooms, electrical vaults, fire breaks and any other areas marked as such with appropriate signage.

Rules and Regulations, Rules and Regulations of the Airport, properly adopted by Resolution or Ordinance of the Board, as may be amended from time to time.

Security Plan, a document developed by the Airport to ensure the safety and security of people and property at the Airport.

SPCC Plan, Spill Prevention Contingency and Control Plan.

Standard Operating Procedures (or “SOP”), Written instructions, which describe procedures designed to work toward maintaining an environment.

Sublease, An Agreement entered into by an entity with an Operator that transfers rights or interests in the Operator’s leased premises and is enforceable by law. This right is only applicable to an FBO and Aircraft Storage Operators.

Sublessee, An entity that has entered into a sublease with an Operator who is authorized to engage in Commercial Aeronautical Activities at the Airport. This right is only applicable to an FBO and Aircraft Storage Operators.

Taxiway, A defined path, usually paved, over which Aircraft can taxi from one part of an Airport to another (excluding the runway) within the AOA.

Tiedown, An area paved or unpaved suitable for parking and mooring of Aircraft wherein suitable Tiedown points are located.

Through-the-Fence, The right to have direct access to the Airport from private property located contiguous to the Airport whereby Aircraft located on the private property has direct access to the Airport's runway and Taxiway system.

SECTION 3. INTRODUCTION TO GENERAL AVIATION MINIMUM STANDARDS FOR GREENWOOD AIRPORT

3.1. *Purpose and Scope*

- 3.1.1. The purpose of the Greenwood Airport Minimum Standards (Minimum Standards) is to encourage, promote, and ensure: (1) the delivery of high quality products, services, and facilities to Airport users, (2) the design and development of quality infrastructure and facilities at the Airport; (3) safety and security, (4) the economic health of Airport businesses, and (5) the orderly development of Airport property.
- 3.1.2. Aeronautical Activities may be proposed that do not fall within the categories designated herein. In any such cases, appropriate minimum standards shall be developed on a case-by-case basis for such Activities and incorporated into the Operator's Agreement.

3.2. *General Provisions and Definitions*

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

3.3. *Exclusive Rights*

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

3.4. *Land Use*

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

3.5. *Applicability*

- 3.5.1. These Commercial Minimum Standards specify the standards and requirements that must be met by any entity desiring to engage in one or more Commercial Aeronautical Activities at the Airport.
 - 3.5.1.1. Throughout these Commercial Minimum Standards, the words "standards" or "requirements" shall be understood to be modified by the word "minimum" except where explicitly stated otherwise. Any required determinations, interpretations, or judgments regarding what constitutes an acceptable minimum standard, or regarding compliance with such standard, shall be made by the Board. All entities are encouraged to exceed the

- applicable minimum standards. No entity shall be allowed to engage in Aeronautical Activities at the Airport under conditions that do not, in the Board's discretion, meet these Minimum Standards.
- 3.5.2. These Minimum Standards shall apply to any new Agreement or any amendment to any existing Agreement relating to the occupancy or use of Airport land, improvements or infrastructure for Commercial Aeronautical Activities. If an entity desires, under the terms of an existing Agreement, to materially change its Aeronautical Activities, the Board shall, as a condition of its approval of such change, require the entity to comply with these Minimum Standards.
- 3.5.2.1. These Minimum Standards shall not affect any Agreement or amendment to such Agreement properly executed prior to the date of promulgation of these Minimum Standards except as provided for in such Agreement, in which case these Minimum Standards shall apply to the extent permitted by such Agreement. However, these Minimum Standards shall supersede all prior working document agreements with Groh Aviation and Trammel Air.
- 3.5.2.2. Upon termination of an Agreement (or amended Agreement), the Operator shall be required to comply with these Minimum Standards prior to executing a new Agreement.
- 3.5.2.3. These Minimum Standards shall not be deemed to modify any existing Agreement under which an entity is required to exceed these Minimum Standards, nor shall they prohibit the Board from entering into or enforcing an Agreement that requires an entity to exceed the Minimum Standards.
- 3.5.3. Operators currently providing Activities without an Agreement with the Board or Airport will have ninety (90) days from the date of adoption of these Minimum Standards to become compliant with these Minimum Standards.
- 3.5.3.1. To be eligible, Operators must enter into an Agreement with the Board within ninety (90) days of adoption of these Minimum Standards.

SECTION 4. GENERAL REQUIREMENTS

4.1. Introduction

- 4.1.1. All Operators (not-for-profit or commercial) engaging in Aeronautical Activities at the Airport shall meet the requirements of this Section 4 as well as the minimum standards applicable to the Operator's Activities, as set forth in subsequent sections.

4.2. *Experience/Capability*

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

4.3. *Agreement/Approval*

- 4.3.1. No entity shall engage in a Commercial Activity unless the entity has an Agreement with the Board or Airport authorizing such Activity.
- 4.3.2. An Agreement shall not reduce or limit Operator's obligations with respect to these Minimum Standards.
- 4.3.3. No entity shall engage in any Commercial Aeronautical Activity unless the entity has completed the Greenwood Airport Business Permit Application.

4.4. *Payment of Rents, Fees, and Charges*

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

4.5. *Leased Premises*

- 4.5.1. Operator shall lease sufficient land and/or lease, or construct sufficient Improvement for the Activity as stipulated in these Minimum Standards.
 - 4.5.1.1. Leased Premises that are used for Commercial purposes and require public access shall make provisions for in ways that protect safety and security. Gate code(s) or card(s) shall never be given to outside entities.
- 4.5.2. Apron/Paved Tie downs
 - 4.5.2.1. Aprons/Paved Tie downs (if required) must be adequate to accommodate the movement, staging, and Parking of Operator's, Operator's Sublessees', and customers Aircraft without interfering with the movement of Aircraft in and out of other facilities and Aircraft operating in Taxi lanes or Taxiways.
- 4.5.3. Vehicle Parking
 - 4.5.3.1. Paved Vehicle Parking shall be sufficient to accommodate all Operator's and Operator's Sublessees' (if Subleasing facilities) customers, employees, visitors, vendors, and suppliers Vehicles on a daily basis.
 - 4.5.3.2. Greenwood airport shall provide reasonable vehicle parking on Operator's Leased Premises and/or located in reasonable proximity to Operator's main facility.

4.6. *Products, Services, and Facilities*

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

products, services, and facilities and engaging in similar Activities from similar Leased Premises in like markets. No Operator is permitted to store or dispense any kind of aviation fuel without the expressed written consent of the Board.

4.7. *Non-Discrimination*

- 4.7.1. Operator, in the use of the Airport or any of the facilities located thereon, shall not discriminate or permit discrimination against any person or class of persons by reason of race, color, religion, sex, sexual orientation, gender identity, national origin, age, citizenship, marital or veteran status, disability or any other legally protected basis 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.
- 4.7.2. In the event of noncompliance with the Section 4.7.1, the Board shall take such action as the federal government may direct to enforce such compliance.

4.8. *Licenses, Permits, Certifications, and Ratings*

- 4.8.1. Operator and Operator's personnel shall obtain and comply with all necessary licenses, permits, certifications, or ratings required for the conduct of Operator's Activities at the Airport as required by any duly authorized Agency prior to engaging in any Activity at the Airport. Upon request, Operator shall provide copies of such licenses, permits, certifications, or ratings to the Airport Manager 15 days upon availability.
 - 4.8.1.1. Cost(s) associated with obtaining Operator (not Operator's personnel) licenses, permits, certifications, or ratings required for the conduct of Operator's Activities shall be borne solely by Operator.
 - 4.8.1.2. Operator shall keep in effect and post in a prominent place all necessary or required licenses, permits, certifications, or ratings.

4.9. *Personnel*

- 4.9.1 The person managing the Operator's Activities shall demonstrate experience managing a comparable Activity to that proposed on the Operator's application.
- 4.9.2. Operator shall provide a responsible person on the Leased Premises to supervise Activities and such person shall be qualified and authorized to represent and act for and on behalf of Operator during all hours of Activities with respect to the method, manner, and conduct of the Operator and Operator's Activities. When such responsible person is not on the Leased Premises, such individual shall be available by telephone.
- 4.9.3. Operator shall have in its employ, on duty, and on premises during hours of Activity, properly trained, qualified, and courteous personnel in such numbers as are required to meet these Minimum Standards and to meet the reasonable demands of the general and aviation public for each Activity being conducted in a safe, efficient, courteous, and prompt manner.
- 4.9.4. Operator shall control the conduct, demeanor, and appearance of their employees. It shall be the responsibility of the Operator to maintain close supervision over

Operator's employees so that products, services, and facilities are provided in a safe, efficient, courteous, and prompt manner.

4.10. Aircraft, Equipment, and Vehicles

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

4.11. Hours of Activity

- 4.11.1. Hours of activity shall be clearly posted in public view using appropriate (and professional) signage approved in advance by the Airport Manager. Operator shall make every effort to be available to Airport Manager in case of needs after hours.

4.12. Security

- 4.12.1. Operator shall designate a responsible person for the coordination of all security procedures and communications and provide point-of-contact information to the Airport Manager including the name of the primary and secondary contacts and a 24-hour telephone number for both contacts.
- 4.12.2. Operator shall develop and maintain a Security Plan which shall include the following elements:
 - 4.12.2.1. Procedures on securing facilities, Vehicles, Equipment, and Aircraft during hours of operation and after hours.
- 4.12.3. Operator's Security Plan shall be submitted to the Airport Manager no later than before Operator commences Activities at the Airport and annually thereafter.
- 4.12.4. Operator shall maintain fencing, doors, gates, lighting, and locks on Operator's Premises in good condition at all time per the conditions of Operator's lease.
- 4.12.5. All Operators must comply with the pertinent reporting requirements to FAA and law enforcement Agencies.

4.13. Insurance

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

- 4.13.1.1. When coverages or limits set forth in Attachment A are not commercially available, appropriate replacement coverage's or limits must be approved, in advance, by the Board.
- 4.13.2. When Operator engages in more than one Activity, the minimum limits shall vary depending upon the nature of each Activity or combination of Activities, but shall not necessarily be cumulative in all instances. While it may not be necessary for Operator to carry insurance policies for the combined total of the minimum requirements of each Activity, Operator shall procure and maintain insurance for all exposures in amounts at least equal to the required minimum.
- 4.13.3. All insurance, which Operator is required by the Airport to carry and keep in force, shall name the Greenwood Municipal Airport and its representatives, officers, officials, employees, agents, and volunteers as additional insured.
 - 4.13.3.1. Liability policies shall contain, or be endorsed to contain, the following provisions:
 - 4.13.3.1.1. "the Greenwood Airport and its representatives, officers, officials, employees, agents, and volunteers are to be covered as additional insured with respect to: liability arising out of Activities performed by or on behalf of Operator; products and services of Operator; premises owned, leased, occupied, or used by Operator; or vehicles, equipment, or aircraft owned, leased, hired, or borrowed by Operator. Any insurance or self-insurance maintained by the Greenwood Airport its representatives, officers, officials, employees, agents, and volunteers shall be excess of Operator's and shall not contribute with it."
 - 4.13.3.1.2. "Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Greenwood Airport and its representatives, officers, officials, employees, agents, and volunteers. Operator's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the aggregate limits of the insurer's liability."
 - 4.13.3.1.3. "Coverage shall not be suspended, voided, or cancelled by either party or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Greenwood Airport's Airport Manager."
- 4.13.4. Certificates of Insurance for the insurance required by Regulatory Measures and set forth by these Minimum Standards for each Activity shall be delivered to the Airport Manager upon execution of any Agreement or approval. Operator shall furnish additional Certificates of Insurance thirty (30) days prior to any changes in coverage, if the change results in a reduction. Current proof of insurance shall be provided continually to the Airport Manager, including upon renewal, throughout the term of the Agreement.
 - 4.13.4.1. Certificates of Insurance shall indicate the additional insured's as specified in Section 4.13.3.1.

- 4.13.5. The limits stipulated herein for each Activity represent the minimum coverage and policy limits that shall be maintained by the Operator to engage in Activities at the Airport. Operators are encouraged to secure higher policy limits.
- 4.13.6. Operator shall, at its sole expense, ensure all Improvements on the Leased Premises to be kept insured to the full insurable value (current replacement cost with no depreciation) thereof against the perils of fire, lightning, tornado, wind, hail, earthquake, extended coverage, and/or vandalism. The proceeds of any such insurance paid on account for any of the aforementioned perils, shall be used to defray the cost of repairing, restoring, or reconstructing said facilities or Improvements to the condition and location existing prior to the casualty causing the damage or destruction, unless a change in design or location is approved in writing by the Board.
- 4.13.7. Operator with known environmental contamination exposures shall be required to secure appropriate environmental liability insurance with coverage limits appropriate for the type and level of environmental contamination exposure risk.
- 4.13.8. If Operator uses subcontractors, that subcontractor must provide Certificate of Insurance to Airport Manager before performing any services on Airport grounds. Alternately, the Operator must show that subcontractor is named on Operator's policy and list Greenwood Airport as location of service.

4.14. Indemnification and Hold Harmless

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

4.15. Taxes

- 4.15.1. Operator shall, at its sole cost and expense, pay all taxes, fees, and other charges that may be levied, assessed, or charged by any duly authorized Agency

associated with Operator's Leased Premises (land and/or Improvements and Infrastructure and improvements), Operator's Improvements on Leased Premises, and/or Operator's Activities.

4.16. Multiple Activities

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

4.17. Mail Address and Packages

- 4.17.1. Operator shall be provided a mailing address by the Airport Manager. Operator shall ensure that all mail and packages are received by Operator. The Airport, Board, or its employees, volunteers and agents are not be responsible for lost or stolen mail or packages.

SECTION 5. AIRCRAFT MAINTENANCE OPERATOR

5.1. Introduction

- 5.1.1. An Aircraft Maintenance Operator is a Commercial Operator engaged in providing Aircraft Maintenance (as defined in 14 CFR Part 43) for Aircraft other than those owned, leased, and/or operated by (and under the full and exclusive control of) the Operator, which includes the sale of Aircraft parts and accessories.
 - 5.1.1.1 Each Aircraft Maintenance Operator shall be established as one of the following Types of Operations
 - 5.1.1.1.1 Type A – FAA certificated Repair Station under 14 CFR Part 145
 - 5.1.1.1.2 Type B – FAA certified Aircraft Maintenance facility under 14 CFR Part 43
- 5.1.2. In addition to the General Requirements set forth in Section 4, each Aircraft Maintenance Operator at the Airport shall comply with the following minimum standards set forth in this Section 5.
- 5.1.3. Experimental category Aircraft are exempted from FAR 43 and 145 requirements.

5.2. Leased Premises

- 5.2.1. Operators (Type A or B) engaging in this Activity shall lease adequate land, Apron/Paved Tiedown, facilities, and Vehicle Parking to accommodate all Activities of the Operator, but not less than the following square footages (SF) for the specific type of Aircraft accommodated, which are not cumulative:
 - 5.2.1.1. Contiguous Land – (SF negotiable with Board), upon which all required improvements and including Apron, temporary aircraft parking, facilities, and Vehicle Parking shall be located.
 - 5.2.1.2. Hangar area shall be at least for the Type of Aircraft Maintenance being provided (as identified above) or large enough to accommodate the largest

Aircraft undergoing Aircraft Maintenance (other than Preventative Aircraft Maintenance), whichever is greater.

5.3. *Licenses and Certification*

- 5.3.1. An Operator conducting (Type A) Maintenance shall be properly certificated as an FAA Repair Station under 14 CFR Part 145.
- 5.3.2. An Operator conducting (Type B) Maintenance shall be properly certified as an FAA A&P with IA under 14 CFR Part 43.
- 5.3.4. All Operators' personnel shall be properly certificated, if applicable, by the FAA, current, and hold the appropriate ratings and medical certification for the work being performed.

5.4. *Personnel*

- 5.4.1. Operator shall provide a sufficient number of personnel to adequately and safely carry out Aircraft Maintenance in a courteous, prompt, and efficient manner and meet the reasonable demands of the public for this Activity, using personnel who are properly licensed by the FAA.

5.5. *Equipment*

- 5.5.1. Operator shall provide sufficient Equipment, supplies, and availability of parts, as required for certification as a Repair Station, as defined by 14 CFR Part 145 and 14 CFR Part 43, to perform maintenance in accordance with manufacture's recommendations or equivalent on various types of based aircraft.

5.6. *Insurance*

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

SECTION 6. AVIONICS, INSTRUMENT OR PROPELLER MAINTENANCE OPERATOR

6.1. *Introduction*

- 6.1.1. An Avionics, Instrument or Propeller Maintenance Operator is a Commercial Operator engaged in the business of maintenance or alteration of one or more of the items described in 14 CFR Part 43, Appendix A (i.e., Aircraft radios, propellers, electrical systems, or instruments).
- 6.1.2. In addition to the General Requirements set forth in Section 4, each Avionics, Instrument or Propeller Maintenance Operator at the Airport shall comply with the following minimum standards set forth in this Section 6.

6.2. *Leased Premises*

- 6.2.1. Operator engaging in this Activity shall lease adequate land, Apron, facilities, and Vehicle Parking to accommodate all Activities of the Operator, but not less than the following square footages (SF), which are not cumulative.

- 6.2.1.1. Contiguous Land – (SF negotiable with Board), upon which all required improvements and infrastructure including Apron, facilities, and Vehicle Parking shall be located.
- 6.2.1.2. Facilities (SF negotiable with Board) may include customer, administrative, maintenance, and hangar (if required) areas.
 - 6.2.1.2.1. Administrative area may include adequate and dedicated space for employee offices, work areas, and storage.
 - 6.2.1.2.2. Maintenance area shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts and equipment.
 - 6.2.1.2.3. Hangar area shall be at least equal to the square footage (SF) stipulated for the type of service being provided (as identified above) or large enough to accommodate the largest Aircraft undergoing avionics or instruments, and/or removal and replacement services, whichever is greater.

6.3. *Licenses and Certifications*

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

6.4. *Personnel*

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

6.5. *Equipment*

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

6.6. *Hours of Activity*

- 6.6.1. Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity, as approved by the Board. Operator Must also be available to Airport Manager during non-scheduled hours.

6.7. *Insurance*

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

SECTION 7. AIRCRAFT RENTAL OR FLIGHT TRAINING OPERATOR

7.1. Introduction

- 7.1.1. An Aircraft Rental Operator is a Commercial Operator engaged in the rental of Aircraft.
- 7.1.2. A Flight Training Operator is a Commercial Operator engaged in providing flight instruction.
 - 7.1.2.1. A Flight Training Operator can operate as one of the following three Types:
 - 7.1.2.1.1. Type A – Full-time flight school
 - 7.1.2.1.2. Type B – Part-time flight school
 - 7.1.2.1.3. Type C – Independent Operator (must follow Section 11)
- 7.1.3. In addition to the General Requirements set forth in Section 4, each Aircraft Rental or Flight Training Operator at the Airport shall comply with the following minimum standards set forth in this Section 7.

7.2. Leased Premises

- 7.2.1. Operator engaging in this Activity shall lease adequate land, Apron/Paved Tiedown, facilities, and Vehicle Parking to accommodate all Activities of the Operator, but not less than the following:
 - 7.2.1.1. Contiguous Land – (SF negotiable with Board) upon which all required improvements and infrastructures including Apron, facilities, and Vehicle Parking shall be located for Type A Operators.
 - 7.2.1.1.1. Contiguous Land requirement is (SF negotiable with Board) for Type B Operators.
 - 7.2.1.2. Apron/Paved Tiedown shall be adequate to accommodate an Aircraft.
 - 7.2.1.2.1. If Operator utilizes a hangar for the full-time storage of Operator's entire fleet at the Airport, Paved Tiedowns are not required unless temporary Apron/Paved Tiedown storage (i.e., daytime) is required.
 - 7.2.1.3. Facilities (SF negotiable with Board) shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned, leased, and/or operated by (and under the full and exclusive control of) Operator. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the minimum standards for an Aircraft Maintenance Operator.
 - 7.2.1.3.1. Customer area shall include adequate space for customer lounge, class/training rooms, public use telephone, and restrooms for Type A and B Operators.
 - 7.2.1.3.1.1. Type C Operators shall include office room and training aids for quality training, which could include space leased from a resident FBO or the Airport.
 - 7.2.1.3.2. Administrative area shall include adequate and dedicated space for employee offices, work areas, and storage.
 - 7.2.1.3.3. Hangar area (SF negotiable with Board), if required, shall be large enough to accommodate the largest Aircraft in Operator's

fleet at the Airport maintained by Operator, whichever is greater. Both Type A and B operators' must have hangar space for flight training and/or rental aircraft.

- 7.2.1.3.4. Maintenance area, if required, shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts and equipment.

7.3. *Licenses and Certifications*

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

7.4. *Personnel*

- 7.4.1. Operator shall provide a sufficient number of personnel to adequately and safely carry out Aircraft rental and/or Flight Training in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public/members seeking such services.
 - 7.4.1.1. Aircraft Rental Operators shall employ one flight instructor, whom may fulfill the responsibilities of the customer service representative.
 - 7.4.1.2. Flight Training Operators shall employ one flight instructor, whom may fulfill the responsibilities of the customer service representative. In addition, Flight Training Operators shall have available ground school instruction sufficient to enable student to pass the FAA written examinations for private pilot.

7.5. *Equipment*

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

7.6. *Hours of Activity*

- 7.6.1. An Aircraft Rental Operator and a Flight Training Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity.
 - 7.6.1.1. Flight Training Operator Type A, shall be open, at least five days a week, eight hours a day, with public posting of hours of operation.

- 7.6.1.2. Flight Training Operator Type B, shall be open and services shall be available to meet the reasonable demands of the public for this Activity, with public posting of hours of operation.
- 7.6.1.3. Flight Training Operator Type C, shall notify the Airport Manager regarding the planned hours to be performing Flight Training on the Airport, through the Airport Business Permit Application.

7.7. Insurance

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

SECTION 8. FLYING CLUB OPERATORS

8.1. Introduction

- 8.1.1. A Private Flying Club is an entity that has restricted membership.
 - 8.1.1.1. Each Private Flying Club shall own at least one (1) serviceable aircraft, and each member must have an ownership interest in the Private Flying Club.
 - 8.1.1.2. Private Flying Club shall keep on file and available for review by the Airport Manager, a complete membership list and investment (ownership) share held by each member including a record of all members (past and present) with full names, addresses, email addresses and the date the membership began and ended.
- 8.1.2. Private Flying Club shall file and keep current with the Airport Manager:
 - 8.1.2.1. Copies of bylaws, articles of incorporation, operating rules, membership agreements, and the location and address of the club's registered office.
 - 8.1.2.2. Roster of all officers and directors including home and business addresses, phone numbers and email addresses.
 - 8.1.2.3. Designee responsible for compliance with these Minimum Standards and other Regulatory Measures.
- 8.1.3. Private Flying Clubs shall not be required to meet the minimum standards (including the associated general requirements in Section 2.0) stipulated for Aircraft Rental or Flight Training Operators so long as the Private Flying Club's membership is restricted.
- 8.1.4. Private Flying Club Aircraft shall not be used by other than members (owners).
- 8.1.5. No member (owner) shall use Private Flying Club Aircraft for flight instruction of nonmembers.

8.1.6 Applicable FAA Advisory Circular (AC) AC 00-25 "Forming and Operating a Flying Club" dated May of 1969.

8.2 *Leased Premises*

8.2.1. A Private Flying Club may choose to have its own hangar facilities or lease space from appropriate providers.

8.3 *Licenses and Certifications*

8.3.1. All Private Flying Club membership shall have appropriate Licenses and Certifications for appropriate operations.

8.4 *Personnel*

8.4.1. A Private Flying Club shall choose all its officers and directors.

8.5 *Insurance*

8.5.1. A Private Flying Club shall maintain, at a minimum the coverage and limits of insurance set forth in Appendix A – Minimum Insurance Requirements, in reference to requirements for Aircraft Rental or Flight Training Operator (Section 6).

SECTION 9. AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR

9.1 *Introduction*

9.1.1. An Aircraft Charter Operator is a Commercial Operator engaged in on-demand common carriage for persons or Property (as defined in 14 CFR Part 135) or operates in private carriage (as defined in 14 CFR Part 125).

9.1.2. An Aircraft Management Operator is a Commercial Operator engaged in the business of providing Aircraft management including, but not limited to, flight dispatch, flight crews, or Aircraft Maintenance coordination.

9.1.3. In addition to the General Requirements set forth in Section 4, each Aircraft Charter Operator and Aircraft Management Operator at the Airport shall comply with the following minimum standards set forth in this Section 9.

9.2 *Leased Premises*

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

9.2.1.1. Contiguous Land – (SF negotiable with Board) upon which all required Improvements including Apron, facilities, and Vehicle Parking shall be located.

9.2.1.2. Apron/Paved Tiedown shall be adequate to accommodate an Aircraft.

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

- 9.2.1.3. Facilities (SF negotiable with Board) shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned, leased, and/or operated by (and under the full and exclusive control of) Operator. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the minimum standards for an Aircraft Maintenance Operator.
 - 9.2.1.3.1. Customer area shall include adequate space for customer lounge, public use telephone, and restrooms.
 - 9.2.1.3.2. Administrative area shall include adequate and dedicated space for employee offices, work areas, and storage.
 - 8.2.1.3.3. Hangar area, if required, shall be at least large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator, whichever is greater.
 - 9.2.1.3.4. Maintenance area, if required, shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts and equipment.

9.3. *Licenses and Certifications*

- 9.3.1. Aircraft Charter Operators shall have and provide copies to the Airport Manager of all appropriate certifications and approvals, including without limitation, the Pre- application Statement of Intent (FAA Form 8400-6), the Registrations and Amendments under Part 298 (OST Form 4507), and/or FAA issued operating certificate(s).
- 9.3.2. Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings in the Aircraft utilized and medical certifications for Activity.

9.4. *Personnel*

- 9.4.1. Operator shall provide a sufficient number of personnel to adequately and safely carry out Activity in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services.
 - 9.4.1.1. Operator shall employ a chief pilot (Aircraft Charter Operator only), whom may fulfill the responsibilities of the customer service representative.

9.5. *Equipment*

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

9.6. *Hours of Activity*

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

9.7. Insurance

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

SECTION 10. AIRCRAFT SALES OPERATOR

10.1. Introduction

- 10.1.1. An Aircraft Sales Operator is a Commercial Operator engaged in the sale of one or more new and/or used Aircraft during a 12-month period.
- 10.1.2. In addition to the General Requirements set forth in Section 4, each Aircraft Sales Operator at the Airport shall comply with the following minimum standards set forth in this Section 10.

10.2. Leased Premises

- 10.2.1. Operator engaging in this Activity shall lease adequate land (see Section 2.5.1), Apron/Paved Tiedown (see Section 2.5.2), facilities, and Vehicle Parking (see section 2.5.3) to accommodate all Activities of the Operator, but not less than the following:
 - 10.2.1.1. Contiguous Land – (SF negotiable with Board) upon which all required Improvements including Apron, facilities, and Vehicle Parking shall be located.
 - 10.2.1.2. Apron/Paved Tiedowns shall be adequate to accommodate an Aircraft.
 - 10.2.1.2.1. If Operator utilizes a hangar for the storage of Operator's entire fleet at the Airport (inventory), no Paved Tiedowns will be required.
 - 10.2.1.3. Facilities (SF negotiable with Board) shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned, leased, and/or operated by (and under the full and exclusive control of) Operator. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the minimum standards for an Aircraft Maintenance Operator.
 - 10.2.1.3.1. Customer area shall include adequate space for customer lounge, public use telephone, and restrooms.
 - 10.2.1.3.2. Administrative area shall include adequate and dedicated space for employee offices, work areas, and storage.
 - 10.2.1.3.3. Hangar area, if required, shall be large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator, whichever is greater.
 - 10.2.1.3.4. Maintenance area, if required, shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts and equipment.

10.3. *Licenses and Certifications*

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

10.4. *Personnel*

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

10.5. *Equipment*

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

10.6. *Hours of Activity*

- 10.6.1. Operator shall be open and service shall be available to meet the reasonable demands of the public for this Activity.

10.7. *Insurance*

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

SECTION 11. SPECIALIZED COMMERCIAL AERONAUTICAL OPERATOR

11.1. *Introduction*

- 11.1.1. A Specialized Commercial Aeronautical Operator is a Commercial Operator engaged in providing limited aircraft services and support (see Section** 11.1.1.1), miscellaneous commercial services and support (see Section 11.1.1.2), or air transportation services for hire (see Section 11.1.1.3).
 - 11.1.1.1. Limited Aircraft Services and Support - are defined as limited Aircraft, engine, or accessory support (for example, washing, cleaning, painting, upholstery, etc.) or other miscellaneous Activities directly related to Aircraft services and support.
 - 11.1.1.2. Miscellaneous Commercial Services and Support - are defined as ground schools, simulator training, charter flight coordinators, aircrew management, or any other miscellaneous Activities directly related to supporting or providing support services for a Commercial Activity.
 - 11.1.1.3. Air Transportation Services for Hire - are defined as non-stop sightseeing flights (flights that begin and end at the Airport and are conducted within 25 statute mile radius of the Airport); flights for aerial photography or survey, crop applicators/dusters, fire fighting or patrol, power line, underground cable, or pipe line patrol; banner towing and aerial advertising; or any other miscellaneous Activities directly related to air transportation services for hire excluded from 14 CFR Part 135 (e.g., helicopter operations in construction or repair work).

- 11.1.2. In addition to the General Requirements set forth in Section 4 each Specialized Commercial Aeronautical Operator at the Airport shall comply with the following minimum standards set forth in this Section 11.

11.2. *Leased Premises*

- 11.2.1. Operator engaging in this Activity shall lease adequate land (see Section 4.5.1), Apron/Paved Tiedown (see Section 4.5.2), facilities, and Vehicle Parking (see Section 4.5.3) to accommodate all Activities of the Operator, but not less than the following:
- 11.2.1.1. Contiguous Land – (SF negotiable with Board) upon which all required Improvements including Apron, facilities, and Vehicle Parking shall be located.
- 11.2.1.2. Apron/Paved Tiedown shall be adequate to accommodate an Aircraft.
- 11.2.1.2.1. If Operator utilizes a hangar for the storage of Operator's entire fleet at the Airport, no Paved Tiedowns will be required.
- 11.2.1.3. Facilities (SF negotiable with Board) shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned, leased, and/or operated by (and under the full and exclusive control of) Operator. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the minimum standards for an Aircraft Maintenance Operator.
- 11.2.1.3.1. Customer area shall include adequate space for customer lounge, public use telephone, and restrooms.
- 11.2.1.3.2. Administrative area shall be sufficient to accommodate the administrative functions associated with the Activity, whichever is greater, and shall include adequate and dedicated space for employee offices, work areas, and storage.
- 11.2.1.3.3. Hangar area, if required, shall large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator, whichever is greater.
- 11.2.1.3.4. Maintenance area, if required, shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts and equipment.

11.3. *Licenses and Certifications*

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

11.4. *Personnel*

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

11.5. Equipment

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

11.6. Hours of Activity

- 11.6.1. Operator shall be open and services shall be available to meet the reasonable demands of the public at the Airport.

11.7. Insurance

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

SECTION 12. TEMPORARY SPECIALIZED AERONAUTICAL SERVICE OPERATOR

12.1. Introduction

- 12.1.1. The Airport recognizes that Aircraft Operators using the Airport may require specialized assistance with the maintenance of their Aircraft and/or Flight Training of their pilots. When assistance is not available on the Airport through an existing Operator due to the specialized nature of the maintenance and/or Flight Training requirements, the Airport Manager may allow an Aircraft Operator to solicit and utilize the services of a qualified entity to provide said services.
- 12.1.2. In addition to the General Requirements set forth in Section 4, each Temporary Specialized Commercial Aeronautical Operator at the Airport shall comply with the following minimum standards set forth in this Section 12.

12.2. Scope of Activity

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

12.3. Permit

- 12.3.1. Aircraft Operator must submit written request, through Airport Business Permit application, to the Airport Manager on behalf of Temporary Specialized Aeronautical Service Operator (Operator) or Independent Operator.
- 12.3.2. Operator shall obtain a thirty (30)-day temporary permit (issued by the Airport Manager) prior to engaging in Activity on the Airport.
 - 12.3.2.1. Renewal shall be subject to the Operator's compliance with all terms of the temporary permit and the Board's permission

- 12.3.3. Operator shall comply with all requirements for the permitted Activities and limit service provided to those strictly stated on the temporary permit.
- 12.3.4. Aircraft Operators requiring after-hour or weekend service by a Temporary Specialized Aviation Service Operator must notify the Airport Manager prior to Operator engaging in Activities on the Airport.
 - 12.3.4.1. Aircraft Operator is responsible for assuring compliance of all Regulatory Measures by the Temporary Specialized Aviation Service Operator while on the Airport.

12.4. Licenses and Certifications

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

12.5. Insurance

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

SECTION 13. AIRCRAFT STORAGE OPERATOR

13.1. Introduction

- 13.1.1. An Aircraft Storage Operator is a Commercial Operator that develops, owns, and/or leases facilities for the purpose of selling or Subleasing (to the general public) Aircraft storage facilities and/or associated office or shop space to entities engaging in Commercial or Non-Commercial Aeronautical Activities.
- 13.1.2. In addition to the General Requirements set forth in Section 4, each Commercial Aircraft Storage Operator at the Airport shall comply with the following minimum standards set forth in this Section 13.

13.2. Scope of Activity

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

13.3. Leased Premises

- 13.3.1. Operator engaging in this Activity shall have lease adequate land (see Section 4.5.1), Apron/Paved Tiedown (see Section 4.5.2), facilities, and Vehicle Parking (see Section 2.5.3) to accommodate all Activities of the Operator and all approved Sublessee(s), but not less than the following:
 - 13.3.1.1. Contiguous Land – (5,000 SF) all required Improvements and Infrastructure including Apron, facilities, and Vehicle Parking shall be located on Contiguous Land.
 - 13.3.1.2. The development of hangar(s) shall be limited to the following types of hangar structures:

- 13.3.1.2.1. Hangar – a single structure of not less than (2,500 SF), completely enclosed, or at minimum dictated by the Board.
- 13.3.1.2.2. Hangars – a single structure of not less than (5,000 SF), subdivided and configured (although each unit shall not be less than (1,250 SF) to accommodate individual bays for the storage of Aircraft, or at minimums dictated by the Board.

13.4. Hours of Activity

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

13.5. Insurance

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

SECTION 14. NON-COMMERCIAL HANGAR OPERATOR

14.1. Introduction

- 14.1.1. A Non-Commercial Hangar Operator is an entity that develops, constructs, and/or owns one or more hangar structures for the primary purpose of storing Aircraft used for Non-Commercial purposes only.
- 14.1.2. In addition to the General Requirements set forth in Section 4, each Non-Commercial Hangar Operator at the Airport shall comply with the following Minimum Standards set forth in this Section 14.

14.2. Scope of Activity

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

14.3. Leased Premises

- 14.3.1. Operator engaging in this Activity shall have adequate land, Apron/Paved Tiedown (see Section 4.5.2), facilities, and Vehicle Parking (see Section 4.5.3) to accommodate all Activities of the Operator, but not less than the following square footages (SF), which are not cumulative:
 - 14.3.1.1. All required Improvements and Infrastructure including Apron, facilities, and Vehicle Parking shall be located on Contiguous Land.

14.3.1.2. The development of Non-Commercial hangar(s) shall be limited to the following types of hangar structures:

14.3.1.2.1. Hangar – a single structure of not less than (2,500 SF), completely enclosed, or at minimum dictated by the Board.

14.3.1.2.2. Hangars – a single structure of not less than (5,000 SF), subdivided and configured (although each unit shall not be less than (1,250 SF)) to accommodate individual bays for the storage of Private Aircraft, or at a minimum dictated by the Board.

14.4. Ownership Structure

14.4.1. Hangar development may be accomplished by any entity, including Associations.

14.4.1.1. Association membership shall be contingent upon ownership interest in the Association of a proportionate share of the Non-Commercial hangar facility which shall consist of not less than one individual hangar, or an equal portion of the "common" hangar area which is consistent with the total number of members/shareholders (such area not to be less than 1,250 total SF).

14.4.1.2. All members/shareholders of the Association shall be declared to the Airport Manager at the time the application for development and Activity is submitted. Thereafter, the Association and/or each member/shareholder of the Association shall be required to demonstrate ownership (as required herein) as requested by the Airport Manager from time to time. Association shall appoint (be represented by) one individual. The hangar facilities developed and utilized by the Association shall be exclusively for storage of Aircraft owned by the member(s)/shareholder(s) of the Association.

14.4.1.3. The Association may not utilize nor cause the Leased Premises to be utilized for speculative development of either the Leased Premises or the s located thereupon.

14.4.1.4. Each member/shareholder of the Association shall be responsible and jointly and severally liable with all other members/shareholder for the Association's compliance with these Minimum Standards, and each member/shareholder of the Association shall, upon written request, provide appropriate written confirmation of membership status or share ownership. All Association members/shareholders declared to the Airport Manager in accordance with paragraph 14.4.1.2 hereof shall remain jointly and severally liable to the Board for the Association's compliance with these Minimum Standards, regardless of whether the membership or ownership of the Association changes, unless a release of the liability of a former Association member is approved in writing by the Board.

14.5. Insurance

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

SECTION 15. COMMERCIAL OPERATING PERMIT

15.1. Application

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

15.2. Permit

- 15.2.1. Commercial Aeronautical Activities
 - 15.2.1.1. The Permit will be valid as long as the Operator meets the following requirements:
 - 15.2.1.1.1. The information submitted in the Airport Business Permit Application is current. The Operator shall notify the Airport Manager in writing within 15 days of any change to the information submitted in the application.
 - 15.2.1.2. The Permit may not be assigned or transferred and shall be limited solely to the approved Activity.
 - 15.2.1.3. The Permit and application shall be appended to the Agreement and become a material part thereof. The breach of any portion of the Permit by Operator, including the application incorporated by reference thereto, shall be deemed a material breach of any associated Agreement allowing the Board the option to terminate Permit and Agreement.
- 15.2.2. Temporary or Special Use Permit
 - 15.2.2.1. The Airport Manager may issue a temporary or special use Permit that allows an entity to engage in specific Activities, in designated areas, and only for a specified period of time, not to exceed sixty (60) days.
 - 15.2.2.2. The Permit will be valid only during the time period specified and only as long as the Operator complies with all applicable Regulatory Measures.
 - 15.2.2.3. The Permit may not be assigned or transferred and shall be limited solely to the approved Activity, the designated area, and the specified time period.

15.3. Existing Operator with an Existing Agreement

15.3.1. No Change in Scope of Activities

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

15.3.2. Change in Scope of Activities

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

15.4. Non-Commercial Operators

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

16. ATTACHMENT A (MINIMUM INSURANCE REQUIREMENTS)

Amounts may be modified to comply with City of Greenwood Requirement
(MINIMUM INSURANCE REQUIREMENTS - SEE FOLLOWING PAGE(S))

ATTACHMENT A (MINIMUM INSURANCE REQUIREMENTS)												
		Fixed Base Operator	Aircraft Maintenance Operator	Avionics, Instrument or Propeller Maintenance Operator	Aircraft Rental or Flight Training Operator	Aircraft Charter or Aircraft Management Operator	Aircraft Sales Operator	Specialized Commercial Aeronautical Operator	Temporary Specialized Aviation Service Operator	Aircraft Storage Operator	Non-Commercial Hangar Operator	Non-Commercial Self-Service Fueling Permittee
COMMERCIAL GENERAL LIABILITY (Combined Single Limit)												
Each Occurrence	\$2,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$3,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
VEHICULAR LIABILITY (Combined Single Limit, Each Occurrence)												
Non-Movement Area	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Movement Area	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
HANGAR KEEPER'S LIABILITY (Largest Aircraft Accommodated)												
SE Piston Groups	Each Aircraft	\$2,500,000 Each Aircraft \$5,000,000 Each Occurrence	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000		
	Each Occurrence		\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000		
ME Piston Groups	Each Aircraft		\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000		
	Each Occurrence		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000		
Turboprop Groups	Each Aircraft		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000		
	Each Occurrence		\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000		
Turbojet Groups	Each Aircraft		\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000		
	Each Occurrence		\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000		
AIRCRAFT AND PASSENGER LIABILITY (Each Occurrence)												
SE Piston/Groups				\$1,000,000/\$100,000 sub limit per person								
ME Piston/Groups				\$1,000,000/\$100,000 sub limit per person								
Turboprop/Groups				\$1,000,000/\$250,000 sub limit per person								
Turbojet/Groups				\$2,500,000/\$250,000 sub limit per person								
Student and Renters				\$500,000								
ENVIRONMENTAL LIABILITY (\$1,000,000 Combined Single Limit, Each Occurrence and \$2,000,000 Aggregate)												
	Required	Required						Required				Required
PRODUCT LIABILITY (\$500,000 Combined Single Limit, Each Occurrence and \$1,000,000 Aggregate)												
	Required	Required	Required					Required				
WORKER'S COMPENSATION												
	Limits Based Upon Statutory Requirements											

Commercial General Liability to include bodily injury, personal injury, and Property damage for all premises, products and completed operations, unlicensed Vehicles, and contractual liability. Non-licensed Vehicles operated on the movement area will require coverage in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and Property damage.

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

Hangar Keeper's Liability to include Property damage for all non-owned Aircraft under the care, custody, and control of the Operator. (this may be exempted on the case by case scenario, for Temporary SASO's performing work on the Airport, whom are proven to covered by Tenants insurance)

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

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

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

SE = Single engine aircraft.

ME = Multi engine aircraft

All Insurance Policies should name the Greenwood Municipal Airport as "additional insured" and the Manager/Board should receive a certificate of Insurance from the Insurance carrier on the annual basis.

17. ATTACHMENT B (AIRPORT BUSINESS PERMIT APPLICATION)

AIRPORT BUSINESS PERMIT APPLICATION Greenwood Airport

Submitted By: _____ Date: _____
(Print First and Last Name of Applicant)

Doing Business As (dba):

Address:

Phone: _____ Fax: _____

Any entity desiring to engage in a Commercial Aeronautical Activity at the Greenwood Airport must complete this Application. The applicant must present evidence that they are fully competent and have the necessary facilities, experience and pecuniary resources to fulfill the conditions of the commercial operation privilege(s) they request. To provide the Greenwood Board of Aviation Commissioners with this necessary information, please complete the following form and submit to the Airport Manager:

Information to be Provided:

1. For exactly what purposes do you propose to operate on the Airport?

A. General statement and character of proposed operations:

B. Amount of Office / Hangar / Ramp space to be leased or occupied:

Site:

Hangar/Building:

Ramp:

Office:

C. Estimated business volume (if applicable):

D. Proposed date of commencement of business:

E. Number of employees/new jobs created:

F. Anticipated salary ranges of employees:

G. Proposed hours of operation:

H. FAA Certificates & Permits held for proposed activities (Include type of certificate and certificate number):

I. **Greenwood Airport Business Permit Requested** (Category for Minimum Standards):

J. **Insurance (List all insurance coverage applicable and limits of liability. Must meet minimum insurance requirements contained in minimum standards):**

K. **Is the Greenwood BOAC named as an additional insured?**

YES _____ NO _____

2. **What person/firm proposes to lease the land/hangar/building?**

Individual	<input type="checkbox"/>
Partnership	<input type="checkbox"/>
Corporation	<input type="checkbox"/>

Name: _____

Principal office address: _____

Official representative: _____

Responsible party or principals & ownership percentage:

_____ (%) phone: _____

_____ (%) phone: _____

_____ (%) phone: _____

(Use additional sheet if necessary to completely answer)

If a corporation:

When incorporated: _____

In what state: _____

President's name: _____

Vice President's name: _____

Treasurer's name: _____

Secretary's name: _____

If a partnership:

Date of organization: _____

General or limited partnership: _____

Agreement recorded: _____

(County, State, and Date)

Partner Name

Address

3. What is your previous experience in these activities?

A. _____

B. Years of experience?

C. Locations of activities: Please identify the names and locations of places at which you or your organization has operated the above-mentioned businesses with dates of operation:

Type of operation Date	Name	Location
---------------------------	------	----------

D. Dollar volume of business: Please state the range of gross receipts you or your organization has realized from the operation of the above-mentioned facilities.

In any one year?

In most recent year?

\$ _____

\$ _____

Location

Location

E. Names and qualifications of key personnel:

4. References:

A. Landlord(s): Please furnish the names and addresses of your landlords for the operations noted above.

Operation	Landlord	Address	Phone
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Have any leases for the operation of similar privileges held by you or your organization ever been cancelled? If so, please describe location, date, conditions, and the name.

B. Banks:

Bank Name	Address	Phone
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

5. **Financial Responsibility:** Please complete the following balance sheet, which need not be audited. Data should not be more than six (6) months prior to the current date. Alternatively, attach a recent financial statement and balance sheet prepared by your firm.

A. Balance Sheet

Date: As of

A. Cash	<hr/>	\$ <hr/>
B. Accounts receivable	<hr/>	<hr/>
C. Notes receivable	<hr/>	<hr/>
D. Current assets other than cash and receivables (stocks, bonds, and other securities)	<hr/>	<hr/>
E. Real Estate, owned and registered in the name of the applicant	<hr/>	\$ <hr/>
	<hr/>	<hr/>
	<hr/>	<hr/>
F. Equipment, depreciated value	<hr/>	<hr/>

	_____	\$ _____
	_____	_____
	_____	_____
G. Other assets	_____	\$ _____
	_____	_____
	_____	_____
Total Assets		_____

Liabilities

A. Notes payable		\$ _____
B. Accounts payable		_____
C. Real Estate encumbrances		_____
D. Judgments		_____
E. Other liabilities	_____	\$ _____
	_____	_____
	_____	_____
F. Surplus reserves		_____
G. Capital stock paid up		_____
H. Surplus (net worth)		_____
Total liabilities		\$ _____

B. If unable to complete the above information please include personal financial statements for the previous two (2) years. (Attach if a family owned business or no previous corporate financial history available, or at the discretion of the Board).

6. **Representation by Realtor/Broker:** Are you being represented in this application by a Realtor/Broker? If so, please identify.

Realtor/Broker firm: _____

Name of representative: _____

Address: _____

Telephone/fax: _____

Proposed Monthly Lease:

\$ _____ / per month x _____ months = \$ _____ annually
(Minimum of 1 year up to a maximum of 5 years, without escalators)

Thank you for your interest in hangar/building space at the Greenwood Airport.

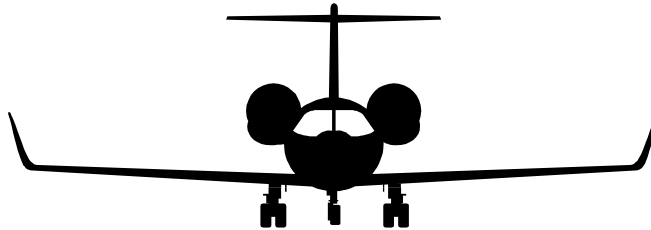
Signature: _____

Date: _____

18. ATTACHMENT C (COMMERICAL OPERATING PERMIT)

To be amended from time to time and available from the Office of the Airport Manager.

GREENWOOD AIRPORT



COMMERCIAL OPERATOR PERMIT

*Issued: _____

Applicant(s): _____

Business Name: _____

Approved: _____

BOAC President

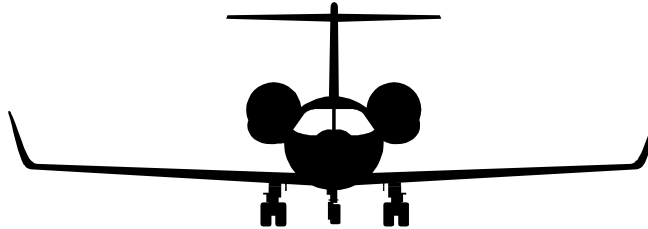
Date: _____

*This permit may be revoked at anytime for non-compliance with the Airport's established Minimum Standards and Rules and Regulations.

20. ATTACHMENT E (TEMPORARY or SPECIAL USE PERMIT and APPLICATION)

To be amended from time to time and available from the Office of the Airport Manager.

GREENWOOD AIRPORT



AIRPORT BUSINESS TEMPORARY PERMIT

***Issued:** _____

Applicant: _____

Business Name: _____

Approved: _____ **Date:** _____

BOAC President

***This permit may be revoked at anytime for non-compliance with the Airport's established Minimum Standards and Rules and Regulations.**

TEMPORARY AIRPORT BUSINESS PERMIT APPLICATION
Greenwood Airport

Submitted By: _____ Date: _____
(Print First and Last Name of Applicant)

Doing _____ Business _____ As _____ (dba):

Address: _____

Phone: _____ Fax: _____ Email: _____

Any entity desiring to engage in a Temporary Commercial Aeronautical Activity at the Greenwood Airport must complete this Application. The applicant must present evidence that they are fully competent and have the necessary facilities, experience and pecuniary resources to fulfill the conditions of the commercial operation privilege(s) they request. To provide the Greenwood BOAC with this necessary information, please complete the following form and submit to the Airport Manager:

Greenwood Airport Business Permit Requested (Please check Category requested):

Temporary Specialized Aviation Service Operator: _____

Temporary Aircraft Rental or Flight Training Operator: _____

Temporary Avionics, Instrument or Propeller Maintenance Operator: _____

Temporary Aircraft Maintenance Operator: _____

Compensation to Airport: _____

Insurance (List company and all insurance coverage applicable and limits of liability. Must meet minimum insurance requirements contained in minimum standards):

Is the Greenwood BOAC named as an additional insured?

YES _____ NO _____

Please write the proposed operation and time duration:

All questions and comments should be directed to the Office of the Airport Manager:
897 Airport Parkway, Greenwood, IN 46143 or email airport@greenwood.in.gov