



Minimum Standards for
Commercial Aeronautical Activity at the
Salina Regional Airport

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TABLE OF CONTENTS

TABLE OF CONTENTS	I
PURPOSE	III
INTRODUCTION	III
GENERAL DEFINITIONS	V
ARTICLE ONE: POLICY AND GENERAL STANDARDS	1
1.1 STATEMENT OF POLICY	2
1.2 REQUIREMENTS APPLICABLE TO ALL FBOS, RSFOS AND SASOS	2
1.3 COMBINED OPERATIONS AND SUBLEASES	6
1.4 MISCELLANEOUS AERONAUTICAL ACTIVITIES	6
1.5 VIOLATIONS	6
1.6 APPEALS	6
ARTICLE TWO: APPLICATION PROCESS	7
2.1 PREQUALIFICATION REQUIREMENTS	8
2.2 FINANCIAL AND MANAGERIAL RESPONSIBILITY AND CAPABILITY	9
2.3 EXPERIENCE OF OPERATOR AND KEY EMPLOYEES	9
ARTICLE THREE: FIXED BASE OPERATOR (FBO)	10
3.1 STATEMENT OF CONCEPT	11
3.2 SERVICES PROVIDED	11
3.3 OPERATIONAL MINIMUMS	12
3.4 FACILITY REQUIREMENTS	14
ARTICLE FOUR: FULL SERVICE AVIATION FUEL SALES (AVFUEL FBO)	16
4.1 STATEMENT OF CONCEPT	17
4.2 SERVICES PROVIDED	17
4.3 OPERATIONAL MINIMUMS	18
4.4 FACILITY REQUIREMENTS	20
ARTICLE FIVE: RETAIL SELF SERVICE FUELING OPERATOR (RSFO)	22
5.1 STATEMENT OF CONCEPT	23
5.2 SERVICES PROVIDED	23
5.3 OPERATIONAL MINIMUMS	23
5.4 FACILITY REQUIREMENTS	25
ARTICLE SIX: SPECIALIZED AVIATION SERVICES OPERATOR (SASO)	26
6.1 AVIATION REPAIR SERVICES SASO (AVIONICS, PAINTING, UPHOLSTERY, PROPELLERS, INSTRUMENTS, AIRCRAFT MODIFICATION, ACCESSORIES, ETC.)	27
6.2 SPECIALIZED COMMERCIAL FLYING SERVICES SASO	27
6.3 FLIGHT TRAINING SASO	28

6.4	AIRCRAFT SALES SASO (NEW AND/OR USED)	29
6.5	AIRCRAFT AIRFRAME AND ENGINE REPAIR AND MAINTENANCE SASO	30
6.6	AIRCRAFT RENTAL SASO	30
6.7	AIRCRAFT CHARTER, AIR TAXI SERVICE, SIGHTSEEING AND AIRCRAFT MANAGEMENT SASO	31
6.8	FLYING CLUB SASO	31
6.9	COMMERCIAL HANGAR OPERATOR SASO	32
6.10	TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR SASO	33
ARTICLE SEVEN: OFF-AIRPORT ACCESS		34
7.1	STATEMENT OF CONCEPT	35
7.2	ACCESS RIGHT	35
7.3	OFF-AIRPORT PARCEL USES; ACCESS TAXIWAYS: PERMITTED AND PROHIBITED	35
7.4	ACCESS AGREEMENT	36
7.5	ACCESS AGREEMENT FEE; TIME FOR PAYMENT; AMOUNT OF FEE	38
ATTACHMENT 1: REQUIRED GENERAL LEASE AND LICENSE CLAUSES		39
ATTACHEMENT 2: MINIMUM INSURANCE REQUIREMENTS		44
ATTACHEMENT 3: APPLICATION PROCESS		48
ATTACHMENT 4: APPLICATION FOR BUSINESS LICENSE		49

PURPOSE

The purposes of these minimum standards are to:

- 1 Promote health, safety, and welfare
- 2 Encourage the provision of high quality products, services, and facilities to Airport users
- 3 Encourage the development of quality improvements at the Airport
- 4 Promote the economic health of Airport businesses
- 5 Promote the orderly development of Airport property
- 6 Promote the economic self-sufficiency of the Airport

These minimum standards specify the standards and requirements that must be met by any entity desiring to engage in one or more commercial aeronautical services or activities at the Airport.

INTRODUCTION

The Salina Airport Authority (the “Authority”) owns and operates the Salina Regional Airport (the “Airport”). To encourage growth and development of the Airport by ensuring adequate aeronautical services and facilities for the Airport users, the Authority has established these standards and requirements (the “Minimum Standards”) for provision of certain commercial aeronautical services at the Airport.

The following articles set forth Minimum Standards for an “Operator,” which is defined as any person or persons, partnership, company, trust, corporation, or other entity based on the Airport and providing one or more commercial aeronautical services at the Airport. The Minimum Standards shall be applied to adjacent properties that access the Airport through a valid Access Agreement; such requirements would be defined in the Access Agreement. The Minimum Standards do not apply to the Authority itself. These Minimum Standards are not intended to be all-inclusive. Thus the Operator of a commercial venture based on the Airport will also be subject to applicable federal, state, and local laws, codes, ordinances, and/or regulations, including Airport Rules and Regulations pertaining to all such services and to the terms of its Lease or License to do business at the Airport as discussed below.

Commercial activity of any kind on the Airport requires the express written permission of the Authority through a specifically authorized lease, sublease, license, permit or written temporary permission, and upon such terms and conditions as they may prescribe, and the payment of any required fees. Unless otherwise provided in such document, any permission may not be assigned or transferred and shall be limited solely to the approved activity. Permission shall be in the form of a Commercial Use License (“License”) and/or a written Lease establishing a tenancy on the Airport.

The provisions of the License must be compatible with the Minimum Standards in effect at the time of issuance or as later amended and will not change or modify the Minimum Standards themselves. These Minimum Standards are deemed to be included as part of all Licenses. If the specific commercial service provided is not contemplated or covered by these Minimum Standards, the Operator should approach the Authority to negotiate the terms of the required License.

The Authority's obligation to make the Airport available for the use and benefit of the public does not extend to providing access from adjacent property. However, if the Authority determines that such off-airport access to the Airport is of benefit to the general public and can be done in a manner that is consistent with Federal, State, local laws, and FAA requirements then an Access Agreement may be permitted as provided for herein in Article Seven: Off-Airport Access.

Licenses and Leases containing authority to conduct commercial aeronautical activities which are in effect on the date of adoption of these Minimum Standards will remain in effect for their prescribed terms and shall be subject to these Minimum Standards only if so provided therein. Upon renewal or expiration of any Lease or License, or upon any change in the nature or scope of any Operator's business conducted thereunder, the Operator or Lessee shall be required to come in compliance with these Minimum Standards. No existing Operator shall engage in new or expanded activities after the adoption of these Minimum Standards without meeting all the requirements appropriate for the activities contemplated.

These Minimum Standards may be amended by the Authority at its discretion from time-to-time as determined to be necessary by the Authority. Before these Minimum Standards and any amendments thereto are adapted and effective, the minimum standards shall be ratified by the Salina Airport Board.

GENERAL DEFINITIONS

The general definitions contained in Article 1 of the Rules and Regulations of the Salina Regional Airport, as they now exist or as they may hereafter be amended, are hereby incorporated by reference in these Minimum Standards.

The following terms as used in this document shall have the following meanings:

Aeronautical 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 “Commercial Aeronautical Activities” within this definition: aircraft charter, pilot 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 Authority, because of their direct relationship to the operation of aircraft or the Airport, can be appropriately regarded as an aeronautical activity.

AC- Advisory Circular

Access Agreement- Any document approved by the Authority, granting aeronautical access to the Airport by an Off-Airport User, subject to the provisions of this Article. Such Agreement will specify the particular terms, conditions and limits of Airport access, and shall describe the Access Area.

Access Area- The entire portion of an Off-Airport Parcel, described in an Access Agreement, which is used by the Off-Airport User for aeronautical purposes, including buildings, hangars, driveways, parking areas, aircraft aprons, taxiways/taxilanes, landscaping or other uses.

Access Taxiway- An aircraft taxiway or taxilane, located on or off the Airport, that connects into a taxiway or taxilane on the Airport and that is constructed for the purpose of allowing aircraft to taxi between the Airport and Off-Airport Parcel(s).

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

Agreement- An enforceable by law, written contract between two or more parties.

Air Charter or Taxi- The providing of air transportations for persons or property as an air taxi operator or charter basis for hire.

Air Operations Area (AOA)- A portion of the Airport designated and used for landing, taking off, or surface maneuvering of Aircraft. There are two areas of the AOA, the movement area and the non-movement area. These areas are shown on the Airport Layout Plan (ALP).

Air Terminal- The M.J. Kennedy Air Terminal

Aircraft- Means aeronautical devices including, but not limited to, powered aircraft, gliders, helicopters, parachutes, hang gliders, and balloons.

Aircraft Maintenance- Means the repair, adjustment, or inspection of aircraft. “Major Repairs” means major alterations to the airframe, power plant, propeller, and accessories as defined in 14 CFR Part 43. “Minor Repairs” means normal, routine annual inspection with attendant maintenance, repair, calibration or adjustment or repair of aircraft and their accessories.

Airframe and Powerplant Mechanic (A&P Mechanic)- A person who holds an aircraft mechanic certificate with both airframe and powerplant ratings, issued by the FAA under the provisions of 14 CFR Part 65.

Airport- The Salina Regional Airport, owned and operated by the Salina Airport Authority, including all portions thereof.

Airport Layout Plan (ALP)- The current FAA-approved drawings depicting the physical layout of the Airport and identifying the location and configuration of current and proposed runways, taxiways, taxilane, buildings, roadways, utilities, nav aids, apron, airport operations areas, etc.

Airport Security Plan- Required TSA document regarding the applicable security regulations that require airport compliance.

Apron- Those paved areas of the Airport within the AOA designated for the loading or unloading of passengers or cargo, servicing, or parking of aircraft.

ARFF- Aircraft Rescue and Fire Fighting.

Assurance- Voluntary compliance a recipient of Federal airport development assistance to abide by a provision contained in a Federal grant agreement.

ATCT- Air Traffic Control Tower

Authority- The Salina Airport Authority created by the City of Salina pursuant to K.S.A. 27-315 and ordinance No. 6854 to own, develop and operate the Salina Regional Airport.

Board- The Airport Authority Board of Directors appointed by the Salina City Commission pursuant to Salina Code section 4-17.

Building- The main portion of each structure, all projections or extensions there-from and any additions or changes thereto, and shall include hangars, garages, outside platforms and docks, carports, canopies eaves and porches. Paving, ground cover, fences, signs and landscaping shall not be included in this definition.

CFR- Code of Federal Regulations

City- The City of Salina, Kansas

Commercial- That which involves or makes possible earnings, income, compensation (including exchange of service), and/or profit, whether or not such objectives are accomplished.

Commercial Aeronautical Activity- Any activity in which the purpose is to collect income, profit, compensation, or earnings (regardless of whether or not said purposes are accomplished) which utilized the operations in any part of an aircraft(s).

Equipment- All machinery, supplies, tools, trade fixtures and apparatus necessary to the proper conduct of the activity being performed.

Executive Director- That person or his/her designated representative that is responsible for the administration and management of Airport property, operations, material assets, financial assets and employees. The term “Executive Director” is interchangeable with the term “Airport Manager”, and shall have the same meaning and authority for purposes of federal, state, and local law.

FAA- Federal Aviation Administration of the United States government.

FAR- Federal Aviation Regulations

Fire Code- The version of the Fire Code adopted by the City of Salina from time to time. Upon the effective date of these Rules, that was the Uniform Fire Code, 2003 Edition.

Flight Training- The dual, solo, ground, and proficiency instruction of pilots in either a fixed or rotor wing aircraft to complete various FAA licenses and/or ratings.

Fuel Handling- The transporting, delivering, fueling, or draining of fuel or fuel waste products.

General Aviation- All aviation activities except government and cargo and/or passenger air carriers.

Grant Agreement- Any agreement between the FAA and the SLN Airport to obtain federal funding or a conveyance of land to be used for airport purposes.

Hazardous Materials- Means any hazardous or toxic substance, material or waste, which is or becomes regulated by any local government authority, the State of Kansas or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance that is: (1) defined as a "hazardous substance" under appropriate state law provisions; (2) petroleum; (3) asbestos (4) designated as "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 USC Section 1321); (5) defined as "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act (42 USC Section 9601); or (7) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks) (42 USC Section 6991).

Improvements- All buildings, structures and facilities, including, but not limited to, pavement, fencing, signs and landscaping constructed, installed or placed on, under or above any leased area by or with the concurrence of a lessee. Plans and specifications for all improvements must be approved by the City for conformity with its building and construction standards.

KDOT- Kansas Department of Transportation

Lease- A contractual agreement between the Authority and a person, granting the use of a defined ground area on the Airport for a term of years, and establishing conditions for its use.

Leased Premises- Land, property, buildings and other improvements leased by an operator for performance of their approved activities.

License- A contractual agreement between the Authority and a person, granting a concession or otherwise authorizing the conduct of a commercial activity on the Airport, which is in writing and enforceable by law. A license may be a stand-alone document, or may be combined with a lease into one document.

Master Plan- An assembly of appropriate documents and drawings covering the development of the Airport from a physical, economic, social, and political jurisdictional perspective and adopted by the Authority, a copy of which is on file and available for inspection in the Airport office, and any amendments, modifications, revisions, or substitutions thereof. The ALP is a part of the Master Plan.

Minimum Standards- Standards set by the Salina Airport Authority that must be met by any entity wanting to conduct commercial aeronautical activity on the Salina Regional Airport.

Movement Area- Runways, runway safety areas, taxiways, taxilane, taxiway safety area and other areas of the Airport that aircraft use for taxiing/hover taxiing, air taxiing, takeoff and landing, exclusive of loading ramps and parking areas as shown on the ALP.

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

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

Off-Airport User- An owner or user or an Off-Airport Parcel who desires to operate aircraft directly between its Off-Airport Parcel and the Airport.

Off-Airport Parcel- Any tract of land, or portion thereof, not located on the Airport that abuts or will abut an Access Taxiway or Taxilane as such may exist from time to time.

Operator- Means any person based on the Airport and providing one or more commercial aeronautical services at the Airport. All Fixed Based Operators (FBOs), Retail Self Service Fueling Operators (RSFOs), and Specialized Aviation Service Operators (SASOs), are defined as operators, per se.

Person- Any individual, firm, sole proprietorship, corporation, company, limited liability entity, association, joint stock association, partnership, co-partnership, trust, estate, political body or other form of entity, and includes any trustees, receiver, assignee, or similar representative thereof.

Principals- For corporations, the directors, officers and stockholders holding more than 10% of the company stock. For partnerships, all general and limited partners. For limited liability entities, all managers and members holding more than a 10% interest. For other entities, all those having authority to act for the entity, or being a 10% or greater beneficiary or interest holder.

Property- Pertains to anything owned by an entity.

Ramp- A paved area suitable for aircraft parking.

Refueling Vehicle- Any vehicle used for fuel handling, including without limitation fuel servicing hydrant vehicle and hydrant carts.

Regulatory Measures- Federal, state, county, local, airport laws, codes, statutes, ordinances, orders, policies, rules, and regulations, including, without limitation, those of the United States Department of Transportation (USDOT), United States Department of Homeland Security, FAA, TSA, NFPA, Aircraft Rescue and Fire - fighting Standard Operating Guidelines, the Airport Certification Manual and Airport

Security Plan, and these Rules; all as may be in existence, hereafter enacted, and amended from time to time.

Release- Any releasing, disposing, discharging, injecting, spilling, leaking, leaching, pumping, dumping, emitting, escaping, emptying, seeping, dispersal, migration, transporting, placing, and actions of similar nature, including without limitation, the moving of any material through, into or upon any land, soil, surface water, ground water, or air, or otherwise entering into the environment.

Repair Facility- A facility utilized for the maintenance, repair and overhaul of Aircraft to include airframe, power plant, propellers, radios, instruments and accessories. Such facility will be operated in accordance with pertinent FAA regulations.

Repair Station- An Aircraft Maintenance facility certificated under 14 CFR Part 145 and the FAA to perform specific maintenance functions.

Scheduled Air Carrier- Any operator who undertakes directly, or by other arrangements, to engage in air transportation for hire under FAR Parts 135, 121 or 380, on a scheduled basis, over specific routes to provide scheduled passenger service. Conditions, requirements and standards for this type of commercial aeronautical activity shall be governed by the terms of an airport use agreement, and are not subject to the requirements of the Minimum Standards.

Self-Fueling- The owner, or owner's employees by means of the owner's equipment, of an aircraft fueling that aircraft.

Sterile Area- That portion of the Airport that provides passengers access to boarding aircraft and to which access is controlled through the screening of persons and property in accordance with federally required and approved security procedures and programs.

Sublease- A lease granted by an Airport lessee to another entity of all or part of the property leased from the Authority, where on a sole or joint lease basis.

Taxilane- The portion of the Airport used for aircraft access between taxiways, hangars, and aprons as shown on the ALP.

Taxiway- A defined path, usually paved, over which aircraft can taxi from one part of an airport to another (excluding the runway) as shown on the ALP.

Through the Fence or Off-Airport Access- Operations that are conducted off the actual Airport property that have aeronautical access to any portion of the Airport's runway or taxiway system through a written agreement or permit with the Authority.

Tie-Down- The area, paved or unpaved, suitable for parking and mooring of aircraft wherein suitable tie-down points have been located.

Transient Aircraft- Any aircraft utilizing the Airport for occasional transient purposes and which is not based at the Airport.

TSA- Transportation Security Administration

UAS- An unmanned aircraft system (also referred to as a drone) that is operated without a human pilot onboard. Instead, the UAS is controlled by an operator on the ground.

sUAS- Small unmanned aircraft systems weighing less than 55 pounds.

Vehicle- Any apparatus with the ability of moving itself from place to place on wheels that does not need human muscular power (excludes objects designed primarily to move through the air).

ARTICLE ONE:
POLICY AND GENERAL
STANDARDS

1.1 Statement of Policy

The Authority's goal in establishing these Minimum Standards is to assure an adequate minimum level of service to aviation users, foster competition at the Airport, put all FBOs and SASOs on an equal footing in qualifying and competing for available Airport facilities and the furnishing of selected commercial aeronautical activities, and avoid unjust or prohibited discrimination between FBOs and SASOs.

Where the words "standards" or "requirements" appear, it shall be understood that they are modified by the word "minimum." All Operators will be encouraged to exceed the "minimum." No Operator will be allowed to operate under conditions that do not meet the "minimum."

Contingent upon the Operator's qualification, meeting these Minimum Standards, execution of a Lease or License by the Authority, and the payment of rentals, fees and privilege for providing the service(s) selected on the Airport as specified in the Lease or License the Operator may engage in approved commercial aeronautical activity. However, the granting of such right and privilege shall not be construed in any manner as affording the Operator any exclusive right to perform such activities or services on the Airport. The Authority reserves and retains the right to adopt and enforce any and all resolutions, ordinances, rules, codes, minimum standards, and other regulatory measures pertaining to any Commercial Aeronautic Activity at the Airport. The Authority further reserves the right to designate the specific Airport areas, in accordance with the existing Airport Layout Plan ("ALP"), in which specific aeronautical services may be conducted. Such designation shall give consideration to the nature and extent of the operation and the land and improvements available for such purpose consistent with the orderly and safe operation of the Airport.

1.2 Requirements Applicable to all FBOs, RSFOs and SASOs

The following standards apply to all FBOs, AvFuel FBOs, RSFOs and SASOs. Additional standards specific to each type of operation can be found in Articles Three, Four, Five, and Six of these Minimum Standards. For purposes of these Minimum Standards, "leased premises" ("Premise") may include, as appropriate, any area leased, subleased or otherwise controlled by an FBO, AvFuel FBO, RSFO or SASO and must be on the Airport.

1.2.1 Requirement of a Lease or License

1.2.1.1 Before beginning operations, the prospective Operator must enter into a License or Lease with the Authority reciting the terms and conditions under which it will do business on the Airport, including but not limited to, the term of agreement, the rentals, fees and charges, the rights, privileges and obligations of the respective parties, and other relevant covenants. However, such provisions of the Lease or License will neither change nor modify the Minimum Standards, nor be construed in a way to make the Lease or License less demanding than these Standards.

1.2.1.2 Such a Lease or License shall contain all provisions required by the Federal Aviation Administration (FAA) as a condition of any Federal Grant to the Authority for the Airport. The basic terms and conditions of such Lease or License are included in Required Lease and General License Clauses attached to this document as Attachment 1.

1.2.1.3 While the language reflects the currently applicable federal requirements, Lease and Licenses shall include all provisions required by then-current federal law and regulations. The provisions contained in Attachment 1 are not all-inclusive and may be amended from time to time by the Authority without amending these Minimum Standards.

1.2.2 Site Development Standards - Physical Facilities

1.2.2.1 The minimum space requirements as provided in Articles Three, Four and Five, Six, and Seven of these Minimum Standards shall be satisfied as applicable.

1.2.2.2 All paving and building shall comply with the then-current City of Salina development and construction standards for the Airport and all applicable local building codes and requirements. The location of facilities on the Airport must comply with the current, FAA-approved ALP for the Airport.

1.2.2.3 If construction on leased premises or alteration of existing or future structures on leased premises is planned, the Operator shall comply with the notification and review requirements of Federal Aviation Regulation Part 77 and other government entities as may be required. The Operator must submit FAA Forms 7460-1 and 7480-1 (if applicable) to the FAA no less than 30 days prior to the commencement of such construction.

1.2.3 Personnel

During all operating hours, except for after-hours fueling by RSFOs, the Operator shall employ and have on duty trained personnel in such numbers and with such certificates and ratings as are required to provide services established by the Minimum Standards in an efficient manner for each aeronautical service being performed. Moreover, the Operator shall provide a responsible person authorized to act on its behalf to supervise its operations. A list of contacts shall be supplied to the Executive Director including after hours' phone numbers. This list shall be updated when any change occurs.

1.2.4 Financial Surety

The Operator shall post a letter of credit in a form acceptable to the Authority in the amount equal to at least 10% of the annual rental established and agreed upon. The Authority may waive this letter of credit if the Operator can demonstrate adequate financial means.

1.2.5 Insurance

Insurance shall be provided and paid for by the Operator in the amounts specified in Minimum Insurance Requirements (Attachment 2), and the Authority may amend it from time to time. Should there be any doubt about the currency of such minimum insurance requirements, the most current insurance requirements are on file with the Executive Director. A certificate of insurance or a copy of the insurance policies involved shall be furnished to the Executive Director by the Operator. Ten (10) days advance written notice of any change to any policy shall be given to the Executive Director. Coverage may be provided through primary or excess policies. The insurance company, or companies, writing the requested policy, or policies, shall be licensed to do business in the State of Kansas.

Where more than one aeronautical service is proposed, the minimum limits will vary (depending upon the nature of individual services in such combination) but will not necessarily be cumulative in all instances. For example, if three (3) types of services are to be provided, it will not be necessary for the Operator to carry insurance policies providing the aggregate or combined total of the minimum limits for each type of operation. However, if one of the selected services requires passenger liability coverage or hangar keeper's liability not required in either of the other two (2) categories, the Operator would be required to provide insurance on the applicable exposures. As a further example, the minimum limit for property damage on a combination of services would be the highest minimum limit stated in the grouping chosen. Because of these variables, the applicable minimum insurance coverage on combinations of services will be discussed with the prospective Operator at the time of its License application.

All insurance that the Operator is required by the Airport Authority to carry and keep in force shall include the Airport Authority and all Airport Authority personnel, officers, and agents as additional insured. The Operator shall furnish evidence of its compliance with this requirement to the Executive Director with proper certification that such insurance is in force. Upon any change resulting in a reduction or increase, the Operator shall furnish additional certification as evidence of changes in insurance not less than ten (10) days prior to any such change. In the event of cancellation of coverage, the Operator and underwriter shall give the Authority ten (10) days prior notice of cancellation and all operations of the Operator on the Airport shall cease.

The applicable insurance coverage shall be in force during the period of any construction of the Operator's facilities, if any, and/or prior to its entry upon the Airport for the conduct of its business.

The Operator shall also furnish evidence of its compliance regarding Kansas Statutes with respect to Worker's Compensation and Unemployment Insurance (where applicable). Lapses in insurance coverage may result in denial of access to the Airport and termination of the License.

1.2.6 Airport Access and Security

Airport access and security shall be maintained by the Operator at all times in accordance with standards established and required by the Executive Director, FAA, Transportation Security Administration (TSA) or other governmental entity. The Operator is also responsible for its employees,' invitees,' licensees,' vendors,' and agents' compliance with the Airport Security Program, as it may be established and amended from time to time.

1.2.7 Environmental Compliance

In its operations at the Airport, Operators shall strictly comply with all applicable environmental laws, the Airport environmental policies and procedures (including, without limitation, the Storm Water Pollution Prevention Plan ["SWPPP"] and Spill Response Plan), and generally accepted industry environmental best management practices and standards. Without limiting the generality of the foregoing provision, the Operator shall not use or store Hazardous Materials on or at the Airport except as reasonably necessary in the ordinary course of the Operator's permitted activities at the Airport, and then only if such Hazardous Materials are properly labeled and contained. Material Safety Data Sheets (MSDS) for all hazardous materials shall be maintained on site so as to be readily available to emergency responders in the event of an emergency and for review by the Salina Fire Department. The Operator shall not discharge, release, or dispose of any Hazardous Materials on the Airport or surrounding air, land, or water.

The Operator shall promptly notify the Airport Authority of any Hazardous Material spills, releases, or other discharges by the Operator at the Airport and promptly abate, remediate, and remove it. The Operator shall provide the Airport Authority with copies of all reports, complaints, claims, citations, demands, inquiries, or notices relating to the environmental condition of the Airport or any alleged material noncompliance with Environmental Laws by the Operator at the Airport within ten (10) days after such documents are generated by or received by the Operator. If the Operator uses, handles, treats, or stores Hazardous Materials at the Airport, the Operator shall have a contract in place with an approved waste transport or disposal company and shall identify and retain spill response contractors to assist with spill response and facilitate waste characterization, transport, and disposal. Complete records of all disposal manifests, receipts and other documentation shall be retained by the Operator and made available to Airport Authority for review upon request.

The Airport Authority shall have the right at any time to enter the Premises to inspect, take samples for testing, and otherwise investigate the Premises for the presence of Hazardous Materials. Such inspections shall be coordinated with the Operator and scheduled during regular business hours if reasonably practical.

The Operator's Hazardous Materials shall be the responsibility of the Operator. Tenants and operators who generate and dispose of "Special Waste" shall comply with the requirements of 40 CFR Sections 266 & 273. Special waste includes widely generated wastes such as batteries, agricultural pesticides, mercury containing devices, hazardous mercury-containing lamps, and used oil. The Operator shall be liable for and responsible for the following:

- To pay all Environmental Claims that arise out of, or are caused in whole or in part, from the Operator's use, handling, treatment, storage, disposal, discharge, or transportation of Hazardous Materials on or at the Airport
- The violation of any Environmental Law by the Operator
- The failure of the Operator to comply with the terms, conditions and covenants of this section.

If the Airport Authority incurs any costs or expenses (including attorney, consultant, and expert witness fees) arising from the Operator's use, handling, treatment, storage, discharge, disposal, or transportation of Hazardous Materials on the Airport, the Operator shall promptly reimburse the Airport Authority for such costs upon demand. All reporting requirements under Environmental Laws with respect to spills, releases, or discharges of Hazardous Materials by the Operator at the Airport are the responsibility of the Operator.

1.2.8 Motor Vehicles on Airport

No vehicles except Airport vehicles, FAA vehicles, or emergency vehicles are permitted within the movement area without the prior written approval of the executive director. Unless escorted, all vehicles operating in the movement area shall be equipped with a functioning two-way radio capable of communicating on the proper aeronautical frequencies (ranging from 118.00 to 136.9 MHz). A vehicle without a two-way radio capable of communicating on such frequencies may enter the movement area provided that such vehicle is escorted at all times in the movement area by an authorized escort having radio contact with SLNATCT. In the event a vehicle in the movement area experiences radio failure it must use light gun communications procedures with SLN ATCT. FBO's granted a non-exclusive use license and permitted by written lease agreement to park and service aircraft within a defined general aviation Apron area are prohibited from traveling outside the general aviation apron area with follow-me vehicles. Operation of follow-me vehicles beyond a lease-defined general aviation apron area will result in a suspension of the non-exclusive license for a minimum of seven (7) days. The Operator shall control the on-Airport transportation of pilots and passengers of transient general aviation aircraft using the Operator's facilities and services. The Operator performing this service with motor vehicles driven on the Airport shall do so only in strict accordance with Airport Rules and Regulations, applicable federal, state, and municipal laws, ordinances, codes, or other similar regulatory measures now in existence or as may be hereafter modified or amended. Prior to operating vehicles on the AOA, all vehicle operators shall complete the Airport Ground Vehicles/Runway Incursion Prevention Driving Program. Vehicle operators must have a valid state vehicle operator's license of the class needed for the vehicle being operated and evidence of insurance (as required by State law and the Airport) to operate a vehicle on the Airport. The Operator takes responsibility and assumes all liability for the actions of any party, supplier, member, agent, or individual that the Operator allows upon the Airport's aircraft movement areas. The Airport Authority reserves the right to deny access to any party or business if the party fails to act responsibly while in control of machinery or motor vehicles operating on the Airport.

1.2.9 Other FAA Requirements

In addition to these Minimum Standards, where applicable Federal certification standards exist for a given commercial aeronautical activity, each FBO, AvFuel FBO, RSFO and SASO offering such activity shall provide sufficient equipment, supplies and availability of parts as required for certification by the Federal Aviation Administration.

1.3 Combined Operations and Subleases

- 1.3.1** The Airport Authority will consider reduction in minimum square footage for combined operations.
- 1.3.2** If an FBO, AvFuel FBO, RSFO or SASO, whether located on or off the Airport, desires to sublease space to another person to provide one or more Commercial Aeronautical Activities, the following conditions will apply.
- 1.3.2.1** The subleasing party must obtain a License from the Airport Authority to operate at the Airport.
 - 1.3.2.2** The FBO, AvFuel FBO, RSFO, or SASO must obtain written approval from the Airport Authority to sublease the space and function.
 - 1.3.2.3** The FBO, AvFuel FBO, RSFO or SASO must ensure payment to the Airport Authority of fees applicable to the class of services provided by the sub-lessee at the levels set forth by the Airport Authority.
 - 1.3.2.4** FBO, AvFuel FBO, RSFO or SASO must either carry public liability insurance in accordance with Section 1.7.5 above and the Minimum Insurance Requirements (Attachment 2) for its lessee or provide a certificate of insurance that shows the lessee and the Airport Authority as additional insured in which the amounts commensurate with the services provided by the sub-lessee.

1.4 Miscellaneous Aeronautical Activities

Miscellaneous Commercial Aeronautical Activities not herein provided for may be permitted on the Airport on a case-by-case basis, by making formal application to the Airport Authority for approval of such activity. The Operator must show in the formal application that such activities may be safely conducted at the Airport without undue interference concerning other permitted aeronautical activities. Reasonable terms and conditions for the privilege of engaging in these other services will be commensurate in nature and scope with the activities proposed. The Airport Authority reserves the right to deny or restrict any aeronautical activities at the Airport that may interfere with or create a safety hazard for other Aircraft operating at or near the Airport.

1.5 Violations

The Executive Director may remove or evict from the Airport any person who violates any rule prescribed herein, or any applicable statute, rule or regulation of the Federal Government or the State of Kansas, or ordinance of the City of Salina, and may deny use of the Airport and its facilities to any such person if it is determined by the Executive Director that such denial is in the public interest. Any Operator that violates any of the provisions in these Minimum Standards will be notified of the violation and given 30 days in which to correct said violation. Should such violation not be corrected within 30 days, the Airport Authority shall have the right to terminate the Lease or License. Nothing in this paragraph shall prevent the Airport Authority from immediately suspending a Lease or License, or taking any other immediate action when a safety related or hazardous situation exists.

1.6 Appeals

Any person who is adversely affected by a determination of the Airport Authority, or the Airport Authority acting through the Executive Director, to deny, terminate, suspend or revoke a License may appeal the determination pursuant to applicable provisions of the Airport Rules and Regulations.

ARTICLE TWO:
APPLICATION PROCESS

2.1 Prequalification Requirements

At the time of its application, the prospective Operator shall provide the Executive Director, in writing, the following information and thereafter shall provide such additional information as may be requested by the Authority

2.1.1 License Application

The prospective Operator must submit a complete Commercial Aeronautical Use Lease/License Application (Attachment 4) that provides summary information regarding the applicant and the scope of the proposed operation

2.1.2 Intended Scope of Services

In order to provide high-quality service, the prospective Operator must submit a detailed description concerning the scope of the intended operation, and the means and methods to be employed to accomplish the contemplated operation. All services contemplated must meet the requirements of these Minimum Standards.

That information at a minimum must include all of the following:

- 2.1.2.1** The name, address and telephone number of the applicant
- 2.1.2.2** If the applicant is a corporation, provide the name, address, and telephone number of the corporation's officers, directors, and owners of more than 15% of its corporate stock including the number of total shares and the number of shares owned
- 2.1.2.3** If the applicant is a partnership, provide the name, address and telephone number of all partners
- 2.1.2.4** The requested or proposed date for commencement of the service and the term of conducting the same
- 2.1.2.5** The services to be offered
- 2.1.2.6** The amount, size and location of any land to be leased which must be in compliance with the Airport's current FAA-approved ALP
- 2.1.2.7** The number and type(s) of aircraft to be provided/maintained (as applicable)
- 2.1.2.8** The number of persons to be employed (including the names and qualifications of each manager or supervisor or other key personnel)
- 2.1.2.9** The hours of proposed operation
- 2.1.2.10** FAA Certificates and Licenses held for proposed activities (include type and certificate number)
- 2.1.2.11** The types and amounts of insurance coverage to be maintained, which must meet or exceed the types and amounts as established by Attachment 2 to these Minimum Standards as it now exists or as it may be amended hereafter

2.2 Financial and Managerial Responsibility and Capability

The prospective Operator must provide a statement, satisfactory to the Authority, in evidence of its financial responsibility from a bank or trust company or from such other source that may be acceptable to the Authority and readily verified through normal banking channels. The prospective Operator must also demonstrate financial capability to initiate operations, to construct proposed improvements (if any), and to provide working capital to carry on the contemplated operations. The demonstration of financial and managerial capability shall include a cash flow and a profit and loss projection for the first five years of the proposed operation. In order to avoid potential competitors' possible anti-competitive effects of financial control, prospective Operators shall also disclose their sources and terms of financing.

Any information furnished under this section which is prominently marked on each page as "confidential" by the applicant, shall be considered proprietary and shall be kept confidential by the Authority to the extent permitted under the provisions of K.S.A. 45-215 et. seq., the Kansas Open Records Act.

2.3 Experience of Operator and Key Employees

The prospective Operator shall furnish the Authority with a statement of past experience describing the Operator and its managers, supervisors and other key employees in providing the proposed aviation services, together with a statement that the Operator or its principals have the managerial ability to perform the selected services.

ARTICLE THREE:
FIXED BASE OPERATOR (FBO)

3.1 Statement of Concept

A Fixed Base Operator engages in providing essential and specialized aircraft services to the general public. The minimum levels of essential services are purposely set to ensure that all of the basic needs for aircraft owners, pilots and passengers are provided for at the Airport.

3.2 Services Provided

A Fixed Base Operator (FBO) shall provide or enter into an agreement to provide all of the following essential services to the public at the Airport at reasonable rates and charges and without unjust discrimination:

3.2.1 Aircraft Line Services:

3.2.1.1 Fueling, lubricating and miscellaneous services

3.2.1.2 Ramp parking and tie-down

3.2.1.3 Separate crew lounge and passenger lobby facilities

3.2.1.4 Public restrooms and telephone

3.2.1.5 Loading, unloading and towing

3.2.1.6 Hangar storage

3.2.1.7 De-icing service and engine preheating

3.2.1.8 Oxygen

3.2.1.9 Aircraft starting

3.2.1.10 Strut and Tire inflation (with both air and nitrogen)

3.2.1.11 Attendants to direct aircraft to loading and parking areas, to tie down aircraft, to fuel aircraft, to clean windshields, to remove snow from parked aircraft, and generally to provide prompt and courteous service

3.2.1.12 Lavatory cart service

3.2.2 Aircraft Airframe and Engine Repair and Maintenance

3.2.3 Flight Training

3.2.4 Aircraft Rental

3.2.5 Other related services such as the sale of sectional or World Aeronautical Charts (WAC) covering the territory within three hundred miles of the Airport, flashlights, batteries, plotters and computers generally used by pilots for flight planning, current aeronautical weather information, and the sale of food and beverages to General Aviation (vending machines and access to catering service).

3.2.6 The FBO shall provide no other commercial aeronautical services or activities except as provided in its Lease and License.

A Fixed Base Operator may either provide the required Aircraft Airframe & Engine Repair and Maintenance, Flight Training and Aircraft Rental, Oxygen Service, Strut Inflation and Tire Inflation with Air and Nitrogen, Food Service, and Catering Service directly or by provision of an agreement with an Authority-approved SASO on the Airport to provide such services. It will remain the ultimate responsibility of the FBO to ensure such services will be available.

Article Six of these Minimum Standards includes a detailed description of the minimum aircraft airframe and engine repair and maintenance, flight training, and aircraft rental services that an FBO, or any SASO engaging in such activities, must provide. FBOs may also engage in other Commercial Aeronautical Activities as identified in its Lease and License.

3.3 Operational Minimums

An FBO shall meet the following Minimum Standards specifically applicable to management, fueling operations, line service, and aircraft maintenance as well as general standards applicable to all FBOs and SASOs (set out in Article 1) and additional standards (set out in Article 6) for any additional SASO activities provided.

3.3.1 In connection with aircraft fueling and line services:

3.3.1.1 Contracts for Delivery of Fuel

The FBO shall demonstrate to the Salina Airport Authority's satisfaction that a reputable aviation fuel and lubricant distributor will provide the FBO with an enforceable agreement to purchase fuel and oil in quantities necessary to meet the requirements set forth herein. The FBO shall maintain an adequate inventory of at least one brand and two generally accepted grades: Aviation Gasoline (AVGAS, 100 Low Lead) and Jet Fuel (Jet-A) of aviation fuel, engine oil and lubricants. The FBO shall also negotiate in good faith with air carriers serving the Airport to permit storage of air carrier fuel in FBO tanks subject to reasonable terms and conditions including the charging of an into-aircraft service charge. Agreements at other airports in Kansas may be used as precedent to determine if terms and conditions are reasonable.

3.3.1.2 Calculation of Fuel Flowage

Aviation fuels and oils delivered to the Operator by a vendor will be considered by the Salina Airport Authority to be fuels and oils dispensed for the purpose of calculating rates or charges under its Lease and License.

3.3.1.3 Hours of Operation for Fuel Sales

Sales of fuel and lubricants, and into-plane delivery of aviation fuels, lubricants and other related petroleum products, shall be available at a minimum of 18 hours per day beginning no later than 6:00 a.m., seven (7) days a week. The FBO shall be available during other than its regular business hours on an "on-call" basis with a maximum response time of two hours. If contracted to do so, the FBO will meet all scheduled Air Carrier Aircraft requiring such fuels and lubricating oils, assuring the Aircraft is enabled to meet all turnaround times and schedules.

3.3.1.4 Minimum Equipment

The FBO shall provide mobile fuel dispensing equipment which displays approved FAA markings and signage capable of servicing, in an efficient and safe manner, all types of commercial and general aviation aircraft that use the Airport. The FBO shall have two (2) metered, filter equipped refueling vehicles for dispensing jet fuel with a capacity of at least 1,500 gallons each and one (1) metered, filter equipped refueling vehicle for dispensing AVGAS with a capacity of at least 750 gallons. The FBO shall have

storage tanks with a minimum capacity of 10,000 gallons of AVGAS and 20,000 gallons of jet fuel. A separate dispensing pump for each grade of fuel is required.

3.3.1.5 Individual in Charge

The individual managing the operations of the FBO shall have at least five (5) years experience in the period of eight (8) years immediately preceding such application, having been engaged in the business of a Fixed Base Operator on an Airport at least equal in size, facilities, and activity as the Salina Regional Airport.

3.3.1.6 Safety of Fueling Operation

In conducting fueling operations, the FBO shall install and use adequate electrical grounding facilities at fueling locations to eliminate the hazards of static electricity and shall provide approved types of fire extinguishers or other equipment commensurate with the hazard involved with fueling, defueling, and servicing aircraft. All such safety and operational requirements for the storage, handling and dispensing of aviation-grade fuels shall be governed by the applicable National Fire Protection Association (NFPA), including NFPA Manual 407, "Aircraft Fuel Servicing," and any additional fire code adopted by the City of Salina. Fire suppression systems for fuel storage defined as discretionary by NFPA and UFC regulations shall consist of Fire Rated tanks. All FBO fueling services and systems shall be subject to inspection for fire and other hazards by the Executive Director or other representative of the Airport Authority, by the State Oil Inspector, and by the appropriate State and local fire agency. The FBO shall be responsible to perform all fuel system equipment maintenance (both periodic and on-demand) and inspection in a manner that meets NFPA, National Air Transport Association (NATA), FAA, and all applicable State and local standards. Further, the FBO shall be in full compliance with fire codes and federal, state, and local laws, ordinances, rules, and regulations pertaining to fire safety. The FBO shall have spill kits immediately available and shall maintain a spill prevention and control plan in accordance with applicable federal, state, and local laws, rules, and regulations.

3.3.1.7 Fuel Quality

The FBO shall take all precautions necessary to ensure that only non-contaminated fuel is delivered into the aircraft serviced. Fuel delivered shall be clean, bright, pure and free of microscopic organisms, water or other contaminants. Quality control of the fuel is the responsibility of the FBO. The FBO shall maintain current fuel reports on file and shall make available, upon written notice, to the Executive Director those records during normal business hours. Fueling service by the FBO shall be in full compliance with federal, state, and local laws and regulations including American Petroleum Institute quality control standards, and Air Transport Association Specification 103 ("ATA 103"). Compliance shall also include the proper fire protection and electrical grounding of aircraft during fueling operations, and operate in compliance with safety requirements as set forth and as amended from time to time in the Airport Rules and Regulations.

3.3.1.8 Additional line services

Servicing of aircraft shall include generally expected services such as cleaning of the interior and exterior of aircraft and catering. The FBO shall provide proper equipment for repairing and inflating aircraft tires, servicing struts, servicing oxygen systems, washing aircraft and aircraft windows, and recharging or energizing discharged aircraft batteries and starters.

3.3.1.9 Waste disposal

The FBO shall provide for adequate and sanitary handling and disposal, away from the Airport, of all trash, waste, and other materials, including but not limited to used oil, solvents, lavatory cart contents and other waste. The piling or storage of crates, boxes, barrels and other containers or other items is not permitted outside of buildings located on the leased Premises.

3.3.1.10 Disabled Accident Removal

The FBO shall be prepared to remove disabled aircraft from the movement areas of the AOA. It shall have personnel that are trained and have access to equipment, or the ability to arrange for the equipment and/or services, required to remove damaged aircraft from the AOA movement areas. The FBO shall have personnel on call and able to respond to a damaged aircraft within one (1) hour of notification.

3.3.1.11 Ramp Parking, Tie-Down, Aircraft Storage and FBO Ramp Assistance within the FBO’s leased premises

The FBO shall have at least one (1) tug capable of towing up to a 50,000 pound aircraft, or the largest aircraft that regularly uses FBO services on a monthly basis, whichever is greater. The FBO shall have at least one (1) ground power unit, one (1) de-icing unit, one (1) lavatory cart, one (1) water cart, and adequate ground transportation vehicles capable of transporting passengers between the FBO and the aircraft ramp. The FBO shall have tow bars suitable for towing the General Aviation Aircraft normally frequenting the Airport. All equipment shall be maintained and operated in accordance with OSHA, local, and State industrial codes.

3.3.1.12 Rates and Charges

The FBO’s rates or charges to General Aviation users for aircraft parking, tie-down and storage shall be determined by the FBO. Such rates or charges shall be fair and reasonable and shall be equally and fairly applied to all users of the services without discrimination. All rates and charges for such services and products shall be filed, upon request, with the Executive Director.

3.3.1.13 Aircraft Tie-downs

The FBO shall provide adequate tie-down facilities and equipment including ropes, chains, other types of restraining devices, and wheel chocks for the typical number and type of aircraft simultaneously using the FBO during a peak period.

3.3.1.14 Employee Training

The FBO shall provide properly trained personnel to perform all activities that the FBO is required to perform under these Minimum Standards and its License. While on duty, personnel shall be clean, neat in appearance, courteous, and at all times properly uniformed. Personnel uniforms shall identify the name of the FBO and shall be clean, professional, and properly maintained at all times. Management and administrative personnel shall not be required to wear uniforms.

3.3.1.15 Hangar Storage

The FBO shall provide suitable hangar storage facilities constructed in accordance with the City of Salina building and construction standards.

3.3.2 In connection with aircraft airframe and engine repair and maintenance, the FBO shall comply with all requirements for provision of aircraft airframe and engine repair and maintenance services as set out in Article Six of these Minimum Standards.

3.3.3 In connection with flight training and aircraft rental, the FBO shall comply with all requirements for provision of flight instruction and aircraft rental services as set out in Article Six of these Minimum Standards.

3.4 Facility Requirements

Minimum land and improvements required for FBOs shall be as follows:

- 3.4.1** The minimum land to be leased for a FBO shall be at least two (2) acres including no less than five (5) acres of paved ramp space capable of regularly supporting the largest general aviation aircraft generally using the Airport, but not less than 12,500 pounds.
- 3.4.2** Building improvements shall be permanent in nature, shall contain at least 8,100 square feet for total FBO operations (including office, lounge and hangar space) and may be contained in one or more buildings. Crew and passenger lounge facilities, clean, sanitary, heated and free public restrooms must also be included in the building area. At least one working telephone shall be provided for public use. Each FBO shall occupy at least one or more heated clear span hangar(s) containing 40,000 square feet. This hangar shall be required to have a door opening of at least ninety four (94) feet in width and twenty six (26) feet in height and the hangar must be at least one hundred (100) feet deep.
- 3.4.3** On-site automobile parking spaces of an asphalt or concrete paved surface shall be provided in compliance with parking standards and requirements of the City of Salina building and zoning codes as amended from time to time. Proper signage shall also be installed.
- 3.4.4** All paving and buildings shall comply with the then current City of Salina building, development and construction standards and shall be approved in writing by the Airport Authority before construction begins.
- 3.4.5** Upon completion of construction, the FBO shall provide to Airport management three sets of as-built drawings with at least one of them electronically in AutoCAD and other acceptable format.

ARTICLE FOUR:

**FULL SERVICE AVIATION FUEL
SALES (AVFUEL FBO)**

4.1 Statement of Concept

A Full Service Aviation Fuel Sales FBO (AvFuel FBO) engages in providing full service Jet A fuel sales to the general public. The minimum levels of essential services are purposely set to ensure that all of the basic needs for aircraft owners, pilots and passengers are provided for at the Airport.

4.2 Services Provided

A Full Service Aviation Fuel Sales FBO (AvFuel FBO) shall provide or enter into an agreement to provide all of the following essential services to the public at the Airport at reasonable rates and charges and without unjust discrimination:

4.2.1 Aircraft Line Services:

4.2.1.1 Fueling, lubricating and miscellaneous services

4.2.1.2 Ramp parking and tie-down

4.2.1.3 Separate crew lounge and passenger lobby facilities

4.2.1.4 Public restrooms and telephone

4.2.1.5 Loading, unloading and towing

4.2.1.6 Hangar storage

4.2.1.7 De-icing service, engine preheating

4.2.1.8 Oxygen

4.2.1.9 Aircraft starting

4.2.1.10 Strut and tire inflation (with both air and nitrogen)

4.2.1.11 Attendants to direct aircraft to loading and parking areas, to tie down aircraft, to fuel aircraft, to clean windshields, to remove snow from parked aircraft, and generally to provide prompt and courteous service

4.2.1.12 Lavatory cart service

4.2.2 Related Other Services such as the sale of sectional or World Aeronautical Charts (WAC) covering the territory within three hundred miles of the Airport, flashlights, batteries, plotters and computers generally used by pilots for flight planning, current aeronautical weather information, and the sale of food and beverages to General Aviation (vending machines and access to catering service).

4.2.3 The AvFuel FBO shall provide no other commercial aeronautical services or activities except as provided in its Lease or License.

An AvFuel FBO may either provide the requested Aircraft Airframe & Engine Repair and Maintenance, Flight Training and Aircraft Rental, Oxygen Service, Strut Inflation and Tire Inflation with Air and Nitrogen, Food Service, and Catering Service directly or by provision of an agreement with an Authority-

approved SASO on the Airport to provide such services. It will remain the ultimate responsibility of the AvFuel FBO to determine if such services will be available.

Article Six of these Minimum Standards includes a detailed description of the minimum aircraft airframe and engine repair and maintenance, flight training, and aircraft rental services that an FBO, or any SASO engaging in such activities, must provide. FBOs may also engage in other Commercial Aeronautical Activities as identified in its Lease or License.

4.3 Operational Minimums

An AvFuel FBO shall meet the following Minimum Standards specifically applicable to management, fueling operations and line service as well as general standards applicable to all FBOs and SASOs (set out in Article 1) and additional standards (set out in Article 6) for any additional SASO activities provided:

4.3.1 In connection with aircraft fueling and line services:

4.3.1.1 Contracts for Delivery of Fuel

The AvFuel FBO shall demonstrate to the Salina Airport Authority's satisfaction that a reputable aviation fuel and lubricant distributor will provide the AvFuel FBO with an enforceable agreement to purchase fuel and oil in quantities necessary to meet the requirements set forth herein. The FBO shall maintain an adequate inventory of at least one brand and two generally accepted grades: Aviation Gasoline (AVGAS, 100 Low Lead) and Jet Fuel (Jet-A) of aviation fuel, engine oil and lubricants. The Av-Fuel FBO shall also negotiate in good faith with air carriers serving the Airport, to permit storage of air carrier fuel in FBO tanks subject to reasonable terms and conditions including the charging of an into-aircraft service charge. Agreements at other airports in Kansas may be used as precedent to determine if terms and conditions are reasonable.

4.3.1.2 Calculation of Fuel Flowage

Aviation fuels and oils delivered to the Operator by a vendor will be considered by the Airport Authority to be fuels and oils dispensed for the purpose of calculating rates or charges under its Lease and License.

4.3.1.3 Hours of Operation for Fuel Sales

Sales of fuel and lubricants and into-plane delivery of aviation fuels, lubricants, and other related petroleum products shall be available at a minimum of eighteen (18) hours per day beginning no later than 6:00 a.m., seven (7) days a week. The AvFuel FBO shall be available during other than its regular business hours on an "on-call" basis with a maximum response time of two (2) hours. If contracted to do so, the AvFuel FBO will meet all scheduled Air Carrier Aircraft requiring such fuels and lubricating oils, assuring the Aircraft is enabled to meet all turnaround times and schedules.

4.3.1.4 Minimum Equipment

The AvFuel FBO shall provide mobile fuel dispensing equipment which displays approved FAA markings and signage capable of servicing, in an efficient and safe manner, all types of commercial and general aviation aircraft that use the Airport. The AvFuel FBO shall have two (2) metered, filter equipped refueling vehicles for dispensing jet fuel with a capacity of at least 1,500 gallons each and one (1) metered, filter equipped refueling vehicle for dispensing AVGAS with a capacity of at least 750 gallons. The AvFuel FBO shall have storage tanks with a minimum capacity of 10,000 gallons of AVGAS and 20,000 gallons of jet fuel. A separate dispensing pump for each grade of fuel is required.

4.3.1.5 Individual in Charge

The individual managing the operations of the AvFuel FBO shall have at least five (5) years experience in the period of eight (8) years immediately preceding such application, having been engaged in the business

of a Fixed Base Operator on an Airport at least equal in size, facilities, and activity as the Salina Regional Airport.

4.3.1.6 Safety of Fueling Operation

In conducting fueling operations, the AvFuel FBO shall install and use adequate electrical grounding facilities at fueling locations to eliminate the hazards of static electricity and shall provide approved types of fire extinguishers or other equipment commensurate with the hazard involved with fueling, defueling and servicing aircraft. All such safety and operational requirements for the storage, handling and dispensing of aviation-grade fuels shall be governed by the applicable National Fire Protection Association (NFPA), including NFPA Manual 407, "Aircraft Fuel Servicing," and any additional fire code adopted by the City of Salina. Fire suppression systems for fuel storage defined as discretionary by NFPA and UFC regulations shall consist of Fire Rated tanks. All AvFuel FBO fueling services and systems shall be subject to inspection for fire and other hazards by the Executive Director or other representative of the Airport Authority, by the State Oil Inspector, and by the appropriate State and local fire agency. The AvFuel FBO shall be responsible to perform all fuel system equipment maintenance (both periodic and on-demand) and inspection in a manner that meets NFPA, National Air Transport Association (NATA), FAA, and all applicable State and local standards. Further, the AvFuel FBO shall be in full compliance with fire codes and federal, state and local laws, ordinances, rules and regulations pertaining to fire safety. The AvFuel FBO shall have spill kits immediately available and shall maintain a spill prevention and control plan in accordance with applicable federal, state, and local laws, rules and regulations.

4.3.1.7 Fuel Quality

The AvFuel FBO shall take all precautions necessary to ensure that only non-contaminated fuel is delivered into the aircraft serviced. Fuel delivered shall be clean, bright, pure and free of microscopic organisms, water or other contaminants. Quality control of the fuel is the responsibility of the AvFuel FBO. The AvFuel FBO shall maintain current fuel reports on file and shall make available, upon written notice, to the Executive Director those records during normal business hours. Fueling service by the AvFuel FBO shall be in full compliance with federal, state, and local laws and regulations including American Petroleum Institute quality control standards, and Air Transport Association Specification 103 ("ATA 103"). Compliance shall also include the proper fire protection and electrical grounding of aircraft during fueling operations, and operate in compliance with safety requirements as set forth and as amended from time to time in the Airport Rules and Regulations.

4.3.1.8 Additional line services

Servicing of aircraft shall include generally expected services such as cleaning of the interior and exterior of aircraft and catering. The AvFuel FBO shall provide proper equipment for repairing and inflating aircraft tires, servicing struts, servicing oxygen systems, washing aircraft and aircraft windows, and recharging or energizing discharged aircraft batteries and starters.

4.3.1.9 Waste disposal

The AvFuel FBO shall provide for adequate and sanitary handling and disposal, away from the Airport, of all trash, waste, and other materials, including but not limited to used oil, solvents, lavatory cart contents and other waste. The piling or storage of crates, boxes, barrels and other containers or other items is not permitted outside of buildings located on the leased Premises.

4.3.1.10 Disabled Accident Removal

The AvFuel FBO shall be prepared to remove disabled aircraft from the movement areas of the AOA. It shall have personnel that are trained and have access to equipment, or be able to arrange for the equipment and/or services required, to remove damaged aircraft from the AOA movement areas. The

AvFuel FBO shall have personnel on call and able to respond to a damaged aircraft within one (1) hour of notification.

4.3.1.11 Ramp Parking, Tie-Down, Aircraft Storage and AvFuel FBO Ramp Assistance within the AvFuel FBO's leased premises

The AvFuel FBO shall have at least one (1) tug capable of towing up to a 50,000 pound aircraft, or the largest aircraft that regularly uses the AvFuel FBO's services on a monthly basis, whichever is greater. The AvFuel FBO shall have at least one (1) ground power unit, one (1) de-icing unit, one (1) lavatory cart, one (1) water cart, and adequate ground transportation vehicles capable of transporting passengers between the AvFuel FBO and the aircraft ramp. The AvFuel FBO shall have tow bars suitable for towing the General Aviation Aircraft normally frequenting the Airport. All equipment shall be maintained and operated in accordance with OSHA, local, and State industrial codes.

4.3.1.12 Rates and Charges

The AvFuel FBO's rates or charges to General Aviation users for aircraft parking, tie-down and storage shall be determined by the AvFuel FBO. Such rates or charges shall be fair, reasonable, and shall be equally and fairly applied to all users of the services without discrimination. All rates and charges for such services and products shall be filed, upon request, with the Executive Director.

4.3.1.13 Aircraft Tie-downs

The AvFuel FBO shall provide adequate tie-down facilities and equipment including ropes, chains, other types of restraining devices, and wheel chocks for the typical number and type of aircraft simultaneously using the AvFuel FBO during a peak period.

4.3.1.14 Employee Training

The AvFuel FBO shall provide properly trained personnel to perform all activities that the AvFuel FBO is required to perform under these Minimum Standards and its License. While on duty, personnel shall be clean, neat in appearance, courteous, and at all times properly uniformed. Personnel uniforms shall identify the name of the AvFuel FBO and shall be clean, professional, and properly maintained at all times. Management and administrative personnel shall not be required to wear uniforms.

4.3.1.15 Hangar Storage

The AvFuel FBO shall provide suitable hangar storage facilities constructed in accordance with the City of Salina building and construction standards.

4.3.2 In connection with aircraft airframe and engine repair and maintenance, the AvFuel FBO shall comply with all requirements for provision of aircraft airframe and engine repair and maintenance services as set out in Article Six of these Minimum Standards.

4.3.3 In connection with flight training and aircraft rental, the AvFuel FBO shall comply with all requirements for provision of flight instruction and aircraft rental services as set out in Article Six of these Minimum Standards.

4.4 Facility Requirements

Minimum land and improvements required for AvFuel FBO's shall be as follows:

4.4.1 The minimum land to be leased for an AvFuel FBO shall be two (2) acres including no less than five (5) acres of paved ramp space capable of regularly supporting the largest general aviation aircraft generally using the Airport, but not less than 12,500 pounds.

- 4.4.2** Building improvements shall be permanent in nature, shall contain at least 5,000 square feet for total AvFuel FBO operations (including office, lounge and hangar space) and may be contained in one or more buildings. The building area shall contain crew and passenger lounge facilities with clean, sanitary, heated and free public restrooms. At least one working telephone shall be provided for public use. In addition, each Av-Fuel FBO shall occupy at least one heated clear span hangar containing 28,500 square feet. This hangar shall be required to have a door opening of at least ninety four (94) feet in width and twenty six (26) feet in height and the hangar must be at least one hundred (100) feet deep.
- 4.4.3** On-site automobile parking space of an asphalt or concrete paved surface shall be provided in compliance with parking standards and requirements of the City of Salina building and zoning codes as amended from time to time. Proper signage shall also be installed.
- 4.4.4** All paving and buildings shall comply with the then current City of Salina building, development and construction standards and shall be approved in writing by the Airport Authority before construction begins.
- 4.4.5** Upon completion of construction, the AvFuel FBO shall provide to Airport management three sets of as-built drawings with at least one of them electronically in AutoCAD or other acceptable format.

ARTICLE FIVE:
RETAIL SELF SERVICE FUELING
OPERATOR (RSFO)

5.1 Statement of Concept

A Retail Self Service Fueling Operator engages in providing essential and specialized aircraft services to aircraft owners, pilots and passengers. The minimum levels of essential services are purposely set at a lower level than the minimum requirements for a Fixed Base Operator. The purpose of the RSFO is to service the needs of a smaller segment of the aviation market by providing Aviation Gasoline (AVGAS) with a fixed hydrant delivery system designed to allow individual aircraft Operators to self-fuel their own aircraft. The RSFO is not permitted to sell Jet Fuel. If the RSFO desires to sell both grades of aviation fuel, then the RSFO must meet the requirements set forth in Article Three: Fixed Base Operator (FBO).

5.2 Services Provided

A Retail Self Service Fueling Operator (RSFO) shall provide or enter into an agreement to provide all of the following essential services to the public at fair and reasonable rates and charges and without unjust discrimination:

5.2.1 Provide Aviation Gasoline (AVGAS) with a fixed hydrant delivery system designed to allow the individual aircraft Operator to self fuel their own aircraft.

5.2.2 Aircraft Line Services:

5.2.2.1 Ramp parking

5.2.3 A Retail Self Service Fueling Operator may either provide the two (2) required SASO services directly or by provision of an agreement with an Airport Authority-approved SASO on the Airport to provide such services. It will remain the ultimate responsibility of the RSFO to ensure such services will be available.

5.2.4 Article Six of these Minimum Standards includes a detailed description of the minimum requirements for the two (2) selected SASO services that all RSFOs are obligated to provide. RSFOs may also engage in other Commercial Aeronautical Activities as identified in its License.

5.3 Operational Minimums

A Retail Self Service Fueling Operator (RSFO) shall meet the following Minimum Standards specifically applicable to management, fueling operations, and line service as well as general standards (set out in Article One) and any further standards (set out in Article Six) for the required additional SASO services provided:

5.3.1 In connection with aircraft fueling and line services:

5.3.1.1 Contracts for Delivery of Fuel

The RSFO shall demonstrate, to the Airport Authority's satisfaction that a reputable aviation gasoline distributor will provide the RSFO with an enforceable agreement to purchase fuel in quantities necessary to meet the requirements set forth herein. The RSFO shall maintain an adequate inventory of Aviation Gasoline (Avgas, 100 Low Lead) to meet the public demand.

5.3.1.2 Calculation of Fuel Flowage

Aviation fuels delivered to the Operator by a vendor will be considered by the Airport Authority to be fuels dispensed for the purpose of calculating rates or charges under its Lease and License.

5.3.1.3 Hours of Operation for Fuel Sales

Sales of fuel and into plane delivery of aviation fuel shall be available 24 hours per day, seven (7) days a week. A 24-hour response telephone number shall be clearly posted and respond within two (2) hours.

5.3.1.4 Minimum Equipment

The RSFO shall provide fixed hydrant fuel dispensing equipment that is properly marked and lit and capable of servicing one (1) general aviation aircraft in an efficient and safe manner. Dispensing units are to be individually metered and filter equipped. The RSFO shall have on-site fuel storage tanks having a minimum capacity of 1,000 gallons of AVGAS.

5.3.1.5 Customer and System User Instructions

The RSFO shall post adequate operating and safety instruction for all customers and system users consistent with all applicable guidelines from the National Fire Protection Association (NFPA) and the FAA regarding the handling and dispensing of AVGAS.

5.3.1.6 Safety of Fueling Operation

In conducting fueling operations, the RSFO shall install and use adequate electrical grounding facilities at fueling locations to eliminate the hazards of static electricity. It shall provide, and have readily available, approved types of fire extinguishers or other equipment commensurate with the hazard involved with fueling of aircraft. All such safety and operational requirements for the storage, handling and dispensing of aviation-grade fuel shall be governed by the applicable National Fire Protection Association (NFPA), Uniform Fire Code (UFC) regulations, and national and local fire codes. Fire suppression systems for fuel storage defined as discretionary by NFPA and UFC regulations shall consist of Fire Rated tanks. All RSFO fueling services and systems shall be subject to inspection for fire and other hazards by the Executive Director or other representative of the Salina Airport Authority, the State Oil Inspector, and the appropriate state and local fire agency. The RSFO shall be responsible to perform all fuel system equipment maintenance (both periodic and on-demand) and inspection in a manner that meets NFPA, National Air Transport Association (NATA), FAA, and all applicable State and local standards. Further, the RSFO shall be in full compliance with fire codes and federal, state, and local laws, ordinances, rules and regulations pertaining to fire safety. The RSFO shall have spill kits immediately available and shall maintain a spill prevention and control plan in accordance with applicable federal, state, and local laws, rules and regulations.

5.3.1.7 Fuel Quality

The RSFO shall take all precautions necessary to ensure that only non-contaminated fuel is delivered into the aircraft serviced. Fuel delivered shall be clean, bright, pure, and free of microscopic organisms, water, or other contaminants. Quality control of the fuel is the responsibility of the RSFO. The RSFO shall maintain current fuel reports on file and available for auditing at anytime by the Airport Executive Director. Fueling service by the RSFO shall be in full compliance with federal, state, and local laws and regulations including Air Transport Association Specification 103 (ATA 103).

5.3.1.8 Waste disposal

The RSFO shall provide for adequate and sanitary handling and disposal, away from the Airport, of all trash, waste, and other materials. The piling or storage of crates, boxes, barrels, other containers, or other items is not permitted outside buildings located on leased premises.

5.3.1.9 Ramp Parking, Tie-Down, Aircraft Storage

The RSFO shall provide ramp parking for at least two (2) transient aircraft.

5.3.1.10 Rates and Charges

The RSFO's rates or charges to General Aviation users shall be determined by the RSFO. Such rates or charges shall be fair and reasonable, and equally and fairly applied to all users of the services without discrimination. All rates and charges for such services and products shall be files, upon request, with the Executive Director.

5.3.1.11 Employee Training

The RSFO shall provide properly trained personnel. Both initial and recurrent training shall be provided to each on duty employee. Personnel shall be clean, neat in appearance, courteous, and at all times properly uniformed. Personnel uniforms shall identify the name of the RSFO and shall be clean, professional, and properly maintained at all times. Management and administrative personnel, if applicable, shall not be required to wear uniforms.

5.3.2 In connection with the required additional Specialized Aviation Service Operator (SASO) services, The RSFO shall comply with all requirements for provision of the two (2) required additional SASO services as set forth in Article Six of these Minimum Standards.

5.4 Facility Requirements

Minimum land and improvements required shall be as follows:

- 5.4.1** The minimum land to be leased for a Retail Self Service Fueling Operation shall be one acre (43,560 square feet), including not less than 22,500 square feet of paved ramp space.
- 5.4.2** Building improvements shall be permanent in nature, contain at least 12,500 square feet for total RSFO operations (including office, lounge and hangar space), and may be contained in one or more buildings. At a minimum, 2,500 square feet of building area shall contain crew and passenger lounge facilities with clean, sanitary, heated and free public restrooms. At least one working telephone shall be provided for public use. Other facility and building requirements shall be dictated by the minimum space requirements determined for each of the two (2) additional SASO services to be provided by the RSFO. If an existing facility suitable for the required additional SASO services is not available, the RSFO shall finance and build its own facility.
- 5.4.3** All paving and building shall comply with the then current City of Salina building, development and construction standards and shall be approved in writing by the City before construction begins.
- 5.4.4** Upon completion of construction, the RSFO shall provide to the Executive Director three sets of as-built drawings with at least one of them electronically in AutoCAD or other acceptable format.

ARTICLE SIX:
SPECIALIZED AVIATION
SERVICES OPERATOR (SASO)

6.1 Aviation Repair Services SASO (Avionics, Painting, Upholstery, Propellers, Instruments, Aircraft Modification, Accessories, etc.)

6.1.1 Statement of Concept

This category of SASO provides for specialized commercial aircraft repair services capable of providing an FAA certified shop, or a combination of shops, for the repair and installation of aircraft radios, propellers, instruments, and accessories for general aviation aircraft. This SASO may furnish one, or if desired, any combination of these services. This category includes the sale of new and/or used aircraft radios, propellers, instruments and accessories.

6.1.2 Minimum Standards

6.1.2.1 This SASO shall lease or sublease an area, existing or adequate to erect a building, providing a minimum of 4,900 square feet of floor space to hangar at least one (1) aircraft, house all equipment, and additional floor space for an office, shop, restrooms, customer lounge and telephone facilities for customer use. If painting operations are contemplated, the SASO shall provide a separate paint shop that meets all applicable safety requirements. The Airport Authority will provide paved automobile parking or other acceptable all weather surface and a paved aircraft apron, all within the leased area, and sufficient to accommodate this SASO's services unless otherwise stated in a lease or license agreement.

6.1.2.2 This SASO shall maintain, as necessary, the repair station certificates as required by the FAA which are applicable to the operation or operations contemplated. The avionics portion of the services offered must maintain current qualifications of Class I and Class II FAA designated repair station or facility.

6.1.2.3 This SASO shall have its services available (defined as on the Airport or available via telephone or cellular phone) eight (8) hours per day, five (5) days per week. Hours of operation shall be posted.

6.1.2.4 This SASO shall have in its employ, and on duty during the required operating hours, trained personnel currently certified in the services to be performed (such as FAA radio, instrument or propeller repairmen) in such numbers as are required to provide services in an efficient manner.

6.2 Specialized Commercial Flying Services SASO

6.2.1 Statement of Concept

This category of SASO engages in specialized commercial flying services for hire for the purpose of providing the use of aircraft, manned or unmanned (i.e. UAS and sUAS), for any of the services listed below:

6.2.1.1 Crop dusting, seeding, or spraying

6.2.1.2 Aerial photography or survey

6.2.1.3 Power line, underground cable or pipeline patrol

6.2.1.4 Construction

6.2.1.5 Emergency Management

6.2.1.6 Public Safety

6.2.1.7 Any operations, other than sightseeing, specifically excluded from Part 135 of the Federal Aviation Regulations

6.2.2 Minimum Standards

6.2.2.1 In the case of crop dusting, aerial application, or other commercial use of chemicals, this SASO shall provide a centrally drained, paved area adequate for all aircraft loading, unloading, washing and servicing. This area must be built and operated in full compliance with all applicable federal, state, and local laws and regulations, specifically including, but not limited to, the USEPA, Kansas Department of Public Health and Environment, and the City of Salina's regulations governing such activities. This SASO shall also provide for the safe storage and containment of all chemical materials. Such facilities will be in a location designated by the Airport Authority on the Airport which will provide the greatest safeguard to the public. Material Safety Data Sheets (MSDS) are required to be onsite and two copies shall be provided to the Airport Executive Director. This SASO shall provide tank trucks for the handling of liquid spray and mixing liquids. Moreover, this SASO shall provide aircraft suitably equipped for agricultural operations and shall take all safeguards against spillage on runways, taxiways, or dispersal by wind to any area of the Airport.

6.2.2.2 This SASO shall provide and have based on its leasehold, either owned or under written lease to the SASO, not less than one (1) airworthy aircraft suitably equipped for, and meeting all the requirements of, the FAA with respect to the type of operation to be performed.

6.2.3 This SASO must provide, by means of an on or off-Airport office or a telephone, a point of contact for the public desiring to utilize this SASO's services.

6.2.4 This SASO shall have, in its employ, trained personnel in such numbers as may be required to meet the minimum standards herein set forth in an efficient manner.

6.2.5 In the case of UAS and sUAS operations, this SASO shall have, in its employ, trained personnel in accordance with FAR Part 107 and applicable local, state, federal regulations in such numbers as may be required to meet the minimum standards herein set forth in an efficient manner.

6.2.6 In the case of UAS and sUAS operations, this SASO shall comply with all 14 CFR Part 107 operating limitations.

6.2.7 In the case of UAS and sUAS operations, this SASO shall obtain a signed Letter of Agreement with the Airport and SLN ATCT to operate to and from on Airport property.

6.2.8 In the case of UAS and sUAS operations, a FAA approved Certificate of Waiver shall be obtained for any UAS and sUAS operations that deviates from 14 CFR Part 107 operations limitations.

6.3 Flight Training SASO

6.3.1 Statement of Concept

This category of SASO engages in commercial flight training, instructing pilots in dual and solo flight operations, in fixed and/or rotary wing aircraft, in land or sea aircraft, and in providing such related ground school instruction as is necessary to prepare persons for taking a written examination and flight check for the category or categories of pilots' licenses and rating involved.

6.3.2 Minimum Standards

6.3.2.1 The SASO must lease at least one aircraft tie-down or own/lease hangar space. The SASO may sub-lease these facilities from an approved Airport tenant. In addition, they must provide at least 150 square feet of properly lighted and heated floor space for a classroom/briefing room, office space and restrooms. This space may be subleased and/or shared with other approved Airport SASOs.

6.3.2.2 If this SASO prefers to build a hangar for aircraft storage the SASO shall lease or sublease an area, adequate to erect a building or buildings, containing a minimum of 4,900 square feet to provide for aircraft storage, space for office, classroom, briefing room, pilot lounge, restrooms and telephone facilities for customer use. The Airport Authority will provide paved automobile parking or other acceptable all weather surface and a paved aircraft apron, all within the leased area and sufficient to accommodate the SASO's services and operations unless otherwise stated in a lease or license agreement.

6.3.2.3 This SASO shall have available for use in flight training, either owned or under written lease to the SASO, a sufficient number of aircraft properly certificated to handle the proposed scope of its student operation, but not less than one (1) properly certificated aircraft.

6.3.2.4 The SASO shall have its services available (defined as on the Airport or available via telephone or cellular phone) eight (8) hours per day, seven (7) days per week.

6.3.2.5 This SASO shall have available, on a full-time basis, at least one (1) ground and flight instructor who has been currently certificated by the FAA to provide the type of ground training offered.

6.4 Aircraft Sales SASO (New and/or Used)

6.4.1 Statement of Concept

This category of SASO engages in commercial aircraft sales of new and/or used aircraft through franchises, licensed dealership, or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer or otherwise. This SASO also engages in providing such repair, services, and parts as necessary to meet any guarantee or warranty on new and/or used aircraft sold.

6.4.2 Minimum Standards

6.4.2.1 This SASO shall provide at least 150-square feet of properly lighted and heated floor space for office space and restrooms. This space may be subleased and or shared with other approved Airport Operators. The Airport Authority will provide paved automobile parking or other acceptable all weather surface and a paved aircraft apron, all within the leased area and sufficient to accommodate the SASO's services and operations unless otherwise stated in a lease or license agreement.

6.4.2.2 This SASO shall provide necessary and satisfactory arrangements for the repair and servicing of aircraft, but only for the duration of any sales guarantee or warranty period. Servicing facilities may be provided through written agreement with a repair shop operation at the Airport. This SASO shall provide an adequate inventory or availability of spare parts, within 24 hours or less, particular the type of new aircraft for which sales privileges are granted.

6.4.2.3 This SASO shall have its services available on a basis consistent with its franchise agreement.

6.5 Aircraft Airframe and Engine Repair and Maintenance SASO

6.5.1 Statement of Concept

This category of SASO engages in commercial aircraft airframe and engine repair and maintenance, providing one (or a combination of) airframe and power plant repair services with at least one (1) person currently certified by the FAA with ratings appropriate to the work being performed. This category of aeronautical services shall also include the sale of aircraft parts and accessories.

6.5.2 Minimum Standards

6.5.2.1 This SASO shall lease or sublease an area, existing or adequate to erect a building, providing at least 4,900 square feet of floor space for airframe and power plant repair services and adequate floor space for office, restrooms, customer lounge and telephone facilities for customer use. The Airport Authority will provide paved automobile parking or other acceptable all weather surface and a paved aircraft apron, all within the leased area and sufficient to accommodate the SASO's services and operations unless otherwise stated in a lease or license agreement.

6.5.2.2 This SASO shall provide sufficient equipment, supplies and availability of parts equivalent to that required for certification as a FAA approved repair station.

6.5.2.3 This SASO shall have its services available eight (8) hours per day five (5) days per week.

6.5.2.4 This SASO shall have in its employ (and on duty during the required operating hours) trained personnel in such numbers as are required to meet the minimum standards set forth in an efficient manner, but never less than one (1) person currently certified by the FAA with rating appropriate to the work being performed and who holds an airframe, power plant, or an aircraft inspector rating.

6.6 Aircraft Rental SASO

6.6.1 Statement of Concept

This category of SASO engages in the commercial rental of aircraft to the public.

6.6.2 Minimum Standards

This SASO must lease at least one (1) aircraft tie-down and/or own/lease hangar space. This SASO may sub-lease these facilities from an approved Airport tenant. In addition, this SASO shall provide at least 150-square feet of properly lighted and heated floor space for office space and restrooms. This space may be subleased and or shared with other approved Airport SASO's. The Airport Authority will provide paved automobile parking or other acceptable all weather surface and a paved aircraft apron, all within the leased area and sufficient to accommodate the SASO's services and operations unless otherwise stated in a lease or license agreement.

6.6.2.1 This SASO shall have available for rental, either owned or under written lease to Operator, a sufficient number of aircraft properly certified to handle the proposed scope of its operation.

6.6.2.2 This SASO shall have its service available eight (8) hours per day seven (7) days per week.

6.6.2.3 This SASO shall have trained personnel available in such numbers as are required to meet the minimum standards set forth in an efficient manner.

6.7 Aircraft Charter, Air Taxi Service, Sightseeing and Aircraft Management SASO

6.7.1 Statement of Concept

This category of SASO engages in any of the following:

- Aircraft charter and air taxi operations by providing air transportation (persons or property) to the public for hire, either on a charter basis or as an Air Taxi Operator, as defined in the Federal Aviation Act of 1958, or as said Act may be amended from time to time
- Nonstop sightseeing flights that begin and end at the Airport
- Management of aircraft for aircraft owners

6.7.2 Minimum Standards

6.7.2.1 This SASO shall lease or sublease an area existing or adequate to provide for aircraft storage. Such space shall include an area to erect a hangar containing not less than 4,900 square feet of floor space for aircraft storage, office, restrooms, customer lounge, and telephone facilities for customer use. The Airport Authority will provide paved automobile parking or other acceptable all weather surface and a paved aircraft apron, all within the leased area and sufficient to accommodate the SASO's services and operations unless otherwise stated in a lease or license agreement.

6.7.2.2 This SASO shall have available for hire, either owned or under written lease to SASO, at least one (1) four-place aircraft equipped for and capable of use in instrument conditions or a sufficient number of aircraft properly certificated to handle the proposed scope of its operation.

6.7.2.3 This SASO shall have its services available eight (8) hours per day, seven (7) days per week; and shall provide on-call service during hours other than the aforementioned.

6.7.2.4 This SASO shall have trained personnel in its employ and on duty during the required operating hours in such numbers as are required to meet the minimum standards set forth in this category in an efficient manner and otherwise appropriately rated to permit the flight services offered by this SASO. This SASO shall have available sufficient, qualified operating crews and a satisfactory number of personnel for checking in and ticketing passengers, handling of luggage, and for furnishing or arranging suitable ground transportation. This SASO shall provide reasonable assurance of continued availability of qualified operating crews and approved aircraft within a reasonable or maximum notice period.

6.7.2.5 Non-scheduled Air Taxi and aircraft management companies providing service to and from the Airport, but not based on the Airport, are exempt from these Minimum Standards.

6.8 Flying Club SASO

6.8.1 Statement of Concept

This category of SASO is for the purpose of fostering and promoting flying for pleasure, developing skills in aeronautics including pilotage, navigation, awareness, and appreciation of aviation requirements and techniques. All flying clubs desiring to base their aircraft and operate at the Airport must comply with

these requirements.

6.8.2 Minimum Standards

- 6.8.2.1** This SASO shall be a registered not for profit or non-profit corporation, association or other entity organized for the primary purpose of providing its members with aircraft for their personal use and enjoyment only. The property rights of the members of the club shall be equal and no part of the net earnings of the club will lead to the benefit of any member in any form (salaries, bonuses, etc.). Flying Club SASOs may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance and replacement of its aircraft.
- 6.8.2.2** This SASO may not offer or conduct charter, air taxi, aircraft rentals, or any other form of commercial aeronautical activity. They may not conduct aircraft flight instruction except for regular members, and only members of the flying club may act as pilot in command of the aircraft except when receiving dual instruction.
- 6.8.2.3** Members may compensate other members for flying services; however, no service can be performed for the benefit of a non-member, except for occasional operations conducted pursuant to FAR Part 91 when the costs are shared with the member.
- 6.8.2.4** Any qualified mechanic and/or flight instructor, who is a registered member and part owner of the aircraft owned and operated by the flying club SASO, shall not be restricted from doing maintenance and/or giving instruction in aircraft owned by the club. Mechanics and instructors may be compensated by credit against payment for dues or flight time or by direct payment for services, provided however that the mechanic or instructor is not a full time employee of the club.
- 6.8.2.5** All Flying Club SASOs and their members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of such club at the Airport, except that said flying club may sell or exchange its capital equipment. Nothing in this paragraph is intended to prohibit occasional events or activities intended to raise funds for the operation of the club, which if conducted on the Airport must have the prior approval of the Airport Executive Director.
- 6.8.2.6** A Flying Club SASO shall abide by and comply with all applicable federal, state and local laws, ordinances, regulations, the Rules and Regulations of the Airport, and these Minimum Standards.
- 6.8.2.7** This SASO, with its request for a License, shall furnish the Airport Authority with a copy of its by-laws, articles of incorporation/association, or other documentation supporting its existence.
- 6.8.2.8** Flying Club SASOs, upon request by the Airport Authority, shall provide satisfactory evidence of all club income, expenses, and evidence of ownership of aircraft. Such request shall be made by the Airport Authority upon reasonable cause.

6.9 Commercial Hangar Operator SASO

6.9.1 Statement of Concept

This category of SASO is for an entity that owns or leases a hangar structure(s) for the purpose of leasing or subleasing a hangar and associated office or shop space to entities engaging in commercial or non-

commercial Aeronautical Activities.

6.9.2 Minimum Standards

6.9.2.1 This SASO may use its premises for the following purposes:

- The SASO's own use, primarily for its Aircraft and/or equipment
- The leasing or subleasing of hangar and associated office and shop space, which can be used for approved commercial or non-commercial Aeronautical Activities

6.9.2.2 A SASO engaging in this activity shall have adequate land, apron, vehicle parking, and facilities to accommodate all activities of the Operator and all approved tenants. All required improvements including, but not limited to, apron/paved tie-down, vehicle parking, roadway access, landscaping, and all facilities shall be located on contiguous land or in the general vicinity of the leased area and as approved by the Executive Director which shall be described in the Lease or License. Apron/paved tie-down shall be adequate, as determined by the Executive Director, to accommodate the movement of aircraft into and out of the hangar, staging and parking areas.

6.10 Temporary Specialized Aviation Service Operator SASO

6.10.1 Statement of Concept

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 approved Operator due to either the specialized nature of the maintenance and/or flight training requirements, the Executive Director may allow an Aircraft operator to solicit and utilize the services of a qualified entity to provide said services.

6.10.2 Minimum Standards

This SASO shall conduct Activity on and from the 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.

6.10.2.1 The Aircraft operator must submit a request to the Executive Director on behalf of this SASO which shall then obtain a 30-day temporary License from the Executive Director prior to engaging in activity on the Airport. This SASO must meet those requirements of these Minimum Standards that the Executive Director deems reasonable under the circumstances, including insurance requirements applicable to the type of service being provided.

6.10.2.2 Aircraft operators requiring after-hour or weekend service by a Temporary SASO must notify the Executive Director prior to the Temporary SASO engaging in activities on the Airport.

6.10.2.3 Aircraft operators are responsible for assuring compliance with all Airport Rules and Regulations by the Temporary SASO while on the Airport.

The Temporary SASO shall have and provide to the Executive Director evidence of all federal, state and local licenses and certificates that are required for the services to be provided on the Airport.

ARTICLE SEVEN:
OFF-AIRPORT ACCESS

7.1. Statement of Concept

This Article shall be known and may be cited as the Salina Regional Airport Access Policy or the "Access Policy." This Access Policy shall apply to any person or entity desiring aeronautical access to the runways and taxiways of the Airport from property adjacent to the Airport, but not a part of or owned by the Airport. Access approval is conditioned upon the possession of an executed Access Agreement that stipulates terms and conditions including permitted activities and proscribed uses. The Authority is not required to allow aeronautical access to a party desiring to enter the AOA of the Airport from an off-Airport location. The Salina Airport Authority is obligated under FAA Grant Assurances to ensure that the following conditions are included, at a minimum, in any such Access Agreement:

- 7.1.1.** Any Access Agreement shall require compliance with any existing and/or future Grant Agreement between the FAA and Authority; and include the ability to cancel such Agreement for non-conformance with these Grant Assurances.
- 7.1.2.** The Authority shall seek a fair share recovery of initial and continuing costs of providing a public use landing area. The establishment of rates, fees, charges, and the like should be set at levels no lower than those for comparable on-Airport property, which do not give an unfair competitive advantage to the off-Airport party, and be in conformance with FAA Grant Assurances.
- 7.1.3.** The Authority shall not be precluded in their rights and powers nor be placed in a position that might result in a violation of exclusive rights prohibitions of FAA Grant Assurances.
- 7.1.4.** There shall not be any actual or proposed development or use of land and facilities contrary to the approved ALP.

7.2. Access Right

Airport access to Off-Airport Users is not an obligation of the Authority. Access to the Airport may be granted to Off-Airport Users subject to the terms and conditions of this Article Five and of the Access Agreement granted to each Off-Airport User. The access granted shall be for the purpose(s) as defined in the Access Agreement so that it will have access to the Airport taxiways leading to runways, for the purpose of maneuvering, taking off, and landing of Aircraft. The access right may be revoked by the Airport Authority for failure to comply with the provisions of these Articles, Airport Rules and Regulations, Storm Water Management Plan, terms of its Access Agreement, or other policies and provisions of the Airport, or as required by any federal or state oversight action including but not limited to FAA, HLS, TSA, and KDOT.

7.3. Off-Airport Parcel Uses: Access Taxiways: Permitted and Prohibited

7.3.1. Access Area

The Authority, FAA, State of Kansas Division of Aeronautics, or any other regulatory authority shall have the right to enter the Access Area to inspect or perform other regulatory requirements. All safety and operational rules and regulations applicable to the operation of the Airport shall be applicable to the Access Area.

7.3.2. Access Taxiway Construction

An Off-Airport user shall construct Access Taxiways to connect its parcel with Airport taxiways. The number, exact location and configuration of the Access Taxiways will be determined from time to time by the Off-Airport User. Plans and specifications for Access Taxiways shall be approved by the Authority and FAA prior to construction. Access Taxiways shall be built to FAA design standards and shall be designed and constructed to meet the same standards for taxiway construction as those for Airport taxiways.

7.3.3. Transfer & Maintenance of Improvements

After completion of construction, inspection, and approval by the Airport Authority, that portion of the Access Taxiway on Airport property shall be dedicated to the Airport Authority and maintained by the Airport Authority. Upon demand, Off-Airport Users shall reimburse the Airport Authority for cost of said pavement area maintenance. Those portions of Access Taxiways off the Airport property shall be maintained by the Off-Airport User in accordance with commercial aviation standards for maintenance of public taxiways.

7.3.4. Permitted Uses

An Off-Airport User shall only be permitted to conduct aviation activities from Off-Airport Parcels which are defined in the Access Agreement. Activities on Off-Airport Parcels are subject to all City of Salina and/or Saline County zoning ordinances and land use regulations as applicable.

7.3.5. Self-Fueling

Self-fueling operations on an Off-Airport Parcel are subject to written agreement with the Airport Authority.

7.3.6. Development Plan Compliance

Development and improvements on Off-Airport Parcels that access the Airport must be in compliance with the Airport Authority's Airport Master Plan and Airport Layout Plan and as they are amended. Off-Airport Users shall also submit Form 7460-1 to FAA prior to placing or constructing any building or other structure on the Off-Airport Parcel.

7.3.7. Residential Access

Access to the Airport from Off-Airport Parcels used for residential purposes shall not be permitted.

7.4. Access Agreement

7.4.1. Application; Granting of Access

Any Off-Airport User who desires access to the Airport from an Off-Airport Parcel shall apply to the Airport Authority for an Access Agreement. The Off-Airport User shall deliver to the Executive Director a survey plan of the Access Area, including a computation of the size of the Access Area in square footage on the Off-Airport Parcel. Additional information will be provided as detailed in the application, and the Off-Airport User shall clearly show how he/she intends on complying with the Airport Master Plan and ALP.

7.4.2. Conditions for Granting; Access Agreement Granted

Airport Authority's staff and the Executive Director shall review the application for compliance with the Airport Master Plan, ALP, and other requirements as set forth in this Article. If issued, the Access Agreement shall continue in accordance with the negotiated terms as defined in the Access Agreement or until it expires or is revoked or terminated by the Airport Authority for cause as described below. Said Agreement is renewable with the prior written approval of the Authority.

7.4.3. Assignment of Access Agreement

The Access Agreement may not be sold, transferred or assigned without the prior written approval of the Airport Authority.

7.4.4. Contents of Agreement; Amendment of Agreement

The Access Agreement shall specify the size of the Access Area and applicable fees and royalties to be charged pursuant to this Article. Applicable access fees may be found in the attached Airport Rates and Charges (Attachment 5) or in specific Access Agreements. An Off-Airport User shall have the right to change the Access Area on its Off-Airport Parcel from time to time only if said user notifies the Airport Authority of such change, provides a new survey of the revised Access Area, and applies for an Access Agreement for such revised Access Area. Said Agreement shall be issued if such revised access area complies with the provisions of this Article. The fee shall be adjusted appropriately due to any change in the Access Area. Any further access or change in existing access location(s) may not be allowed if it is in conflict with on-Airport future development plans. All on Airport activities will take priority over Off-Airport access.

7.4.5. Revocation; Reinstatement

The Airport Authority may revoke the Access Agreement of any Off-Airport User who does any of the following:

- Fails to pay its applicable fee or otherwise to comply with any provision of this Article, with such failure not being corrected within ten (10) days after written notice thereof is given by the Executive Director to such user
- Fails to pay prior to delinquency the lawfully assessed and levied City or County taxes on its Off-Airport Parcel
- As provided for in the Access Agreement. Any Access Agreement that has been revoked shall be reinstated upon payment of such fee, correction of any such non-compliance, or payment of such taxes plus all penalties and interest, as applicable. The Airport Authority reserves the right at their sole discretion to permanently revoke the Access Agreement, notwithstanding the provisions of this paragraph, if such revocation is due to multiple instances of non-compliance with this Article.

7.4.6. Post-revocation Hearing

In the event that an Access Agreement is revoked, the permittee may request, in writing within 15 days of such revocation, a hearing before the Executive Director to appeal the revocation of the Access Agreement.

7.4.7. Prohibition Against Un-Permitted Access; Penalty

It shall be an unlawful trespass for any person to utilize an access right, or enter the AOA of the Airport from an off-Airport location for aeronautical purposes, unless such person holds a valid Access Agreement.

7.4.8. Multiple Off-Airport Users; Single Parcels

Separate entities operating on common Off-Airport Parcels shall be treated as if operating on separate Off-Airport Parcels. Each entity shall apply for and obtain its own Access Agreement as outlined in this Article and shall be directly responsible for the associated fees. In the event that an Access Agreement has been entered into for several parcels within an adjacent property, all fees and conditions may be addressed in a single Access Agreement. In the event that any breach of the Access Agreement occurs, the Airport Authority, in their sole discretion, may deny access to the Airport for all or any of the parcels and lots within such adjacent property that have access to the Airport under such Access Agreement even if fewer than all of the owners of parcels or lots are in breach of the Agreement.

7.5. Access Agreement Fee; Time For Payment; Amount of Fee

7.5.1. Agreement Fee; Time of Payment

At the time of issuance of an Access Agreement, Off-Airport Users shall be charged a fee which shall be defined in the Access Agreement document. The fee shall be subject to late charges as established and from time to time revised by the Airport Authority if not paid within 10 days of the date due.

7.5.2. Agreement Fee; Amount

The annual fee for Airport access will be those amounts determined by the Airport Authority or as specifically defined in the Access Agreement and associated agreements. All fee amounts are subject to change.

ATTACHMENT 1:
REQUIRED GENERAL LEASE AND LICENSE CLAUSES

1. Premises to be operated for use and benefit of the public

The Operator agrees to operate any leased premises of Operator on the Airport for the use and benefit of the Public and to furnish good, prompt and efficient service, adequate to meet all demands for its service at the Airport.

2. Federal Requirements; Nondiscrimination

a. Operator agrees that in conducting its operations under the License it shall maintain and operate its facilities and services in compliance with all requirements imposed pursuant to the Airport and Airway Improvement Act of 1982, as amended, and any regulations issued there under, as well as all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

b. Operator agrees: (1) that no person on the grounds of race, color, sex, creed or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of any premises and facilities of Operator at the Airport, (2) that in the construction of any improvements on, over, or under such premises and facilities and the furnishing of services thereon, no person on the grounds of race, color, sex, creed or national origin shall be excluded from the participation in, denied the benefits of, or otherwise subjected to discrimination, (3) that Operator shall use any such premises and facilities in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

c. Operator agrees that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, Nondiscrimination in Airport Aid Program, or otherwise approved by the FAA, to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Operator assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. Operator assures that it will require that its covered sub-organizations provide assurances to Operator that they similarly will undertake affirmative action programs and that they will require assurance from their sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

d. Operator agrees that it shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof, and shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that Operator may make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

e. Operator agrees that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in the performance of this License on the grounds of race, color, national origin or sex, as provided in 49 CFR Part 23, Participation of Minority Business Enterprise in Department of Transportation Programs, or parallel regulations issued by the FAA.

f. Noncompliance with these nondiscrimination provisions after timely notice of noncompliance is provided to Operator by either the Cities or the U.S. Government, and Operator's failure to substantially remedy such noncompliance within a reasonable period, shall constitute a material breach of these provisions and this License. In the event of such noncompliance, the Cities shall have the right to

terminate this License and any estate created hereunder, without liability therefore, or at the election of the Cities or the United States, either or both shall have the right to judicially enforce such provisions.

3. Aircraft Service by Owner or Operator of Aircraft

No right or privilege granted herein shall serve to prevent persons operating aircraft on the Airport from performing any services on their own aircraft with their own regular employees and equipment (including, but not limited to, repair and maintenance); provided that the Airport Rules and Regulations and License provisions are followed.

4. No Exclusive Rights

Nothing herein contained shall be construed to grant or otherwise authorize the granting of an exclusive right to provide any aeronautical service to the public or to conduct any aeronautical activity on the Airport.

5. Airport Development

The Airport Authority reserves the right to further develop or improve the Airport as they see fit, without unreasonable interference or hindrance. If the physical development of the Airport requires the relocation of Operator-owned facilities during the any lease term, the Cities agree to provide a comparable location without any unreasonable interruption to the Operator's activities, and agree to relocate all Operator-owned buildings or provide similar facilities for the Operator at no cost to the Operator, except as amended by a written lease with the Operator.

6. Airport Authority Right to Maintain the Airport

The Airport Authority reserve the right (but shall not be obligated to the Operator) to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport together with the right to direct and control all activities of the Operator in this regard.

7. Right of Flight

There is hereby reserved to Airport Authority, their successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of any leased premises of Operator on the Airport, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft using said airspace for landing at, taking off from or operating on the Salina Regional Airport.

8. Airport Obstructions or Other Hazards

The Operator expressly agrees for itself, its successors and assigns that it will (1) not erect nor permit the erection of any structure or object nor permit the growth of any tree on any leased premises of Operator on the Airport that violates 14 CFR Part 77 Surfaces; (2) not make use of any such leased premises in any manner which might interfere with operation or safety of the Airport or otherwise constitute a hazard; and (3) submit form 7460-1 and 7480-1 (if applicable) to the FAA at least 30 days prior to the construction of any structure or potential obstacle.

The Airport Authority reserve the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, and to prevent and abate any hazard or interference, including (1) the right to prevent the Operator from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the Airport Authority, would limit the usefulness of the Airport or constitute a hazard to the aircraft, and (2) the right to enter upon leased premises and to remove the offending structure or object, abate the interference, or cut the offending tree, all of which shall be at the expense of the Operator.

9. Compliance with Laws, etc.

The Operator shall comply with the Airport Rules and Regulations, the Airport Security Plan, Airport Minimum Standards, and the Airport Operations Manual, as existing at the time the License is granted, or as amended from time to time thereafter at the Airport Authority sole discretion. The Operator shall comply with all federal, state and municipal laws, ordinances, codes and other regulatory measures (specifically including but not limited to all FAA and U.S. Environmental Protection Agency ("EPA") requirements) now in existence or, as may be hereafter modified or amended, applicable to the operation conducted. If the Operator fails to comply with this provision and the requirements referenced herein and such failure results in damage or expense to the Airport Authority, the Operator shall indemnify the Airport Authority for that damage or expense. 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.

10. Required Licenses and Certificates

The Operator shall procure and maintain during the term of the agreement all licenses, certificates, permits and other similar authorizations required for the conduct of its authorized business operations on the Airport.

11. Handling of Waste Liquids

No substances likely to impair the operation of sewage or drainage systems, or otherwise not permissibly placed in such sewage or drainage systems, shall be placed therein; nor shall oils, greases, detergents or other liquid wastes be disposed of by pouring on the ground. All rules, regulations, advisory publications or other requests issued by the United States EPA or competent governmental authority shall be complied with at all times, including but not limited to the installation of a grease and oil trap designed to catch all oils, greases, detergents, and other insoluble substances used in the maintenance and washing of the Operator's or the Operator's customers', aircraft. Installation of said trap shall conform to the recommended specifications of the USEPA, the State of Kansas, the City of Salina, any applicable special district, and the sewage operator.

12. Indemnification

a. In concert with and in addition to the insurance requirements set forth herein, Operator shall indemnify, protect, defend, and hold Airport Authority, their officers, employees, and agents, and their insurers, completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this License and/or the use or occupancy of any leased premises of Operator on the Airport, or the acts or omissions of Operator's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the sole negligence of the Airport Authority. Operator shall use counsel reasonably acceptable to the Cities in carrying out its obligations hereunder.

b. Airport Authority shall give Operator reasonable notice of any claims or actions against the Cities, which directly or indirectly affect Operator, and Operator, shall have the right to compromise and defend the same to the extent of its own interest.

c. Operator agrees that if a prohibited incursion into the Air Operations Area occurs, or the safety or security of the Air Operations Area, the Field and Runway Area, or other sterile area safety or security is breached by or due to the negligence or willful act or omission of any of Operator's employees, agents, or contractors and such incursion or breach results in a civil penalty action being brought against the Airport Authority by the U.S. Government, Operator will reimburse Airport Authority for all expenses, including attorney fees, incurred by Airport Authority in defending against the civil penalty action and for any civil penalty or settlement amount paid by Airport Authority as a result of such incursion or breach of airfield

or sterile area security. Airport Authority shall notify Operator of any allegation, investigation, or proposed or actual civil penalty sought by the U.S. Government for such incursion or breach. Civil penalties and settlement and associated expenses reimbursable under this paragraph include but are not limited to those paid or incurred as a result of violation of TSA Part 1542, Airport Security, TSA Part 1544, or FAR Part 139, Certification and Operations: Land Airports Serving Certain Air Carriers.

d. The provisions of this section shall survive the expiration or early termination of this License for matters arising before such expiration or early termination.

13. Right of Entry

a. Any official representative of the Airport Authority may enter upon any leased premises of Operator on the Airport during normal operating hours, and for any purpose incidental to, or connected with the performances of the Operator's obligations under this License or in the exercise of their function as a representative of the Airport Authority.

b. Further, any official representative of the Airport Authority may enter upon any leased premises of Operator on the Airport at any time in response to an emergency.

c. To facilitate 13.b above, the Operator shall either provide escrowed door keys, access codes, or the like to the Executive Director for any leased premises of Operator on the Airport, or accept responsibility and hold Airport Authority harmless for possible damage to such leased premises as a result of a forced entry by Airport Authority representatives in responding to an emergency.

14. Termination

Upon the expiration or other termination of a Lease or License, the Operator's rights to the premises, facilities, other rights, licensed services and privileges granted in this License shall cease, and the Operator shall, upon such expiration or termination immediately and peacefully surrender the same.

15. Assignment

All covenants, stipulations and provisions in a Lease or License shall extend to and bind the Operator's legal representatives, successors and assigns.

This Lease or License may not be assigned, without the prior written consent of the Salina Airport Authority, which shall be exercised in the Salina Airport Authority sole discretion after consideration of, among other things, the qualifications of the proposed assignee, the effect of the assignment on the Salina Airport Authority, and the effect of the assignment on competition at the Airport. Assignment shall not relieve the Operator from its obligations under the License unless expressly so stated in the Salina Airport Authority written consent.

As used herein, "assignment" means and includes, but is not limited to, (i) the grant or transfer of any right, title, possession, lien, encumbrance, security interest or other interest in, on or to any party of the stock or other ownership interest of Operator, (ii) grants or transfers to a single person or entity, including to any other person(s) and entity(ies) directly or indirectly controlled by it or which directly or indirectly control it, of any right, title, possession, lien, encumbrance, security interest or other interest in, on or to any part of the stock or other ownership interest of Operator, (iii) the grant or transfer of any right, title, lien, encumbrance, security interest or other interest in, on or to some or all of the income or profits (however they may be measured or defined, e.g., gross income, gross profit, operating profit, net profit) of Operator, and (iv) the grant or transfer of any right, title, lien, encumbrance, security interest or other interest in, on or to some or all of the cash flow (however it may be measured or defined) of Operator. If Operator shall assign or attempt to assign its interest in the whole or any part of this License in violation

of this Article, such assignment shall be void and this License shall thereupon automatically terminate. Airport Authority consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

16. Subordination

This Lease or License shall be subordinate to the provisions and requirements of any existing or future agreement between Salina Airport Authority, the State of Kansas, and the United States, relative to the development, operation or maintenance of the Airport. This License and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said Airport, or the exclusive or nonexclusive use of the Airport by the United States, during the time of war or national emergency.

ATTACHMENT 2:
Minimum Insurance Requirements

Salina Regional Airport
For Commercial Aeronautical Activities

*Note: In all cases, the minimum insurance requirements for each of the below-listed commercial aeronautical activities shall not be less than the maximum amount that may be recovered against the Airport Authority under the **Kansas Tort Claims Act**, (K.S.A. 75-6105, \$500,000 or as amended) whichever is greater.*

Fixed Base Operator (FBO)

Aircraft Liability - \$1,000,000 per occurrence including passengers and coverage for owned aircraft with combined single limits of liability of not less than \$100,000 per passenger and \$1,000,000 per occurrence.

Premises Liability - \$500,000 per occurrence of combined single limit bodily injury and property damage.

Hangar Keeper's Liability - \$1,000,000 for each aircraft and 2,000,000 each loss.

Products & Completed Operations Liability - \$2,000,000 per occurrence.

Environmental Liability - \$1,000,000

Motor Vehicle Liability – Comprehensive Auto Liability for owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence.

Retail Self Service Fueler (RSFO)

Aircraft Liability - \$1,000,000 per occurrence including passengers and coverage for owned aircraft with combined single limits of liability of not less than \$100,000 per passenger and \$1,000,000 per occurrence.

Premises Liability - \$500,000 per occurrence of combined single limit bodily injury and property damage.

Hangar Keeper's Liability - \$1,000,000 for each aircraft and 2,000,000 each loss.

Products & Completed Operations Liability - \$2,000,000 per occurrence.

Environmental Liability - \$1,000,000

Motor Vehicle Liability – Comprehensive Auto Liability for owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence.

Aviation Repair Services SASO (Avionics, Painting, Upholstery, Propeller, Instruments, Accessories, etc.)

Premises Liability - \$2,000,000 per occurrence of combined single limit for bodily injury and property damage.

Products & Completed Operations Liability for Repairs & Services and Parts not Installed
- \$1,000,000 per occurrence.

Hangar Keeper's Liability – \$1,000,000 for each aircraft and 2,000,000 each loss.

Motor Vehicle Liability – Comprehensive Auto Liability for owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence.

Specialized Commercial Flying Services SASO

Aircraft Liability - \$1,000,000 per occurrence including passengers and coverage for owned aircraft with combined single limits of liability of not less than \$100,000 per passenger and \$1,000,000 per occurrence.

Premises Liability - \$2,000,000 per occurrence of combined single limit for bodily injury and property damage.

Motor Vehicle Liability – Comprehensive Auto Liability for owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence.

Flight Training SASO

Aircraft Liability - \$1,000,000 per occurrence including passengers and coverage for owned aircraft with combined single limits of liability of not less than \$100,000 per passenger and \$1,000,000 per occurrence.

Premises Liability - \$2,000,000 per occurrence of combined single limit for bodily injury and property damage.

Motor Vehicle Liability – Comprehensive Auto Liability for owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence.

Aircraft Sales SASO (New and/or Used)

Aircraft Liability - \$1,000,000 per occurrence including passengers and coverage for owned aircraft with combined single limits of liability of not less than \$100,000 per passenger and \$1,000,000 per occurrence.

Premises Liability - \$2,000,000 per occurrence of combined single limit for bodily injury and property damage.

Products & Completed Operations Liability for Sale of Aircraft - \$2,000,000 per occurrence.

Motor Vehicle Liability – Comprehensive Auto Liability for owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence.

Aircraft Airframe & Engine Repair & Maintenance SASO

Premises Liability (hangar operation) - \$2,000,000 per occurrence combined single limit for bodily injury and property damage.

Products & Completed Operations Liability for Repairs & Services and Parts not Installed
- \$2,000,000 per occurrence.

Hangar Keeper's Liability – \$1,000,000 for each aircraft and 2,000,000 each loss.

Motor Vehicle Liability – Comprehensive Auto Liability for owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence.

Aircraft Rental SASO

Aircraft Liability - \$1,000,000 per occurrence including passengers and coverage for owned aircraft with combined single limits of liability of not less than \$100,000 per passenger and \$1,000,000 per occurrence.

Premises Liability - \$2,000,000 per occurrence of combined single limit for bodily injury and property damage.

Motor Vehicle Liability – Comprehensive Auto Liability for owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence.

Air Charter & Air Taxi SASO

Aircraft Liability - \$1,000,000 per occurrence including passengers and coverage for owned aircraft with combined single limits of liability of not less than \$100,000 per passenger and \$1,000,000 per occurrence.

Premises Liability - \$2,000,000 per occurrence of combined single limit for bodily injury and property damage.

Motor Vehicle Liability – Comprehensive Auto Liability for owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence.

Flying Club SASO

Aircraft Liability - \$1,000,000 per occurrence including passengers and coverage for owned aircraft with combined single limits of liability of not less than \$100,000 per passenger and \$1,000,000 per occurrence.

Premises Liability - \$2,000,000 per occurrence combined single limit for bodily injury and property damage.

Motor Vehicle Liability – Comprehensive Auto Liability for owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence.

Multiple Commercial Activities

Operator shall provide certificates of insurance coverage in an amount equal to the highest individual insurance requirement stipulated for the specific commercial aeronautical services being performed as stated above.

Air Carrier

Aircraft Liability - \$1,000,000 per occurrence including passengers and coverage for owned aircraft with combined single limits of liability of not less than \$100,000 per passenger and \$1,000,000 per occurrence.

Premises Liability - \$2,000,000 per occurrence of combined single limit for bodily injury and property damage.

Hangars Keepers Liability – If applicable, while in care, custody and control \$1,000,000 for each aircraft and 2,000,000 each loss.

Motor Vehicle Liability – Comprehensive Auto Liability for owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence.

ATTACHMENT 3:
APPLICATION PROCESS

SLN License/Lease Process

This is a general guide to the lease process. The Salina Airport Authority may deviate from this process as needed from time to time.



6 Description of Facility (Include Size, Type Building, Intent to Lease or Build, Location and Amount of Land to be Leased---- All must comply with Airport's current FAA-approved ALP)

(Use additional sheet if necessary to completely answer.)

7 Proposed Date of Commencement of Business

Date: _____

8 Employment Information

Number of Employees/New Jobs Created: _____

Anticipated Salary Ranges of Employees: _____

9 Names and Qualifications of Key Personnel

Name	Qualifications
_____	_____
_____	_____
_____	_____

(Use additional sheet if necessary to completely answer.)

10 Proposed Hours of Operation

11 Number and Types of Aircraft to be Provided/Maintained (as applicable)

Aircraft Type	Quantity
_____	_____
_____	_____
_____	_____

(Use additional sheet if necessary to completely answer.)

12 FAA Certificates and Licenses Held for Proposed Activities

Certificate Type	Certificate Number
_____	_____
_____	_____
_____	_____

(Use additional sheet if necessary to completely answer.)

13 Insurance (List All Insurance Coverage Applicable----- Must meet Minimum Insurance Requirements Contained in Minimum Standards)

Are the Salina Airport Authority and City of Salina named as Additional Insured?

Yes

No

(Please Mark One)

Insurance Coverage

Limits of Liability

(Use additional sheet if necessary to completely answer.)

14 Documents that Must Be Attached

The following documents at a minimum must accompany the submittal of this Application.

Failure to attach may cause Application to be incomplete and not considered.

- 1) Corporate Financial Statements
- 2) Banking References
- 3) Personal Financial Statements for Previous Two (2) Years
(If a family owned business of no previous corporate financial history available, or at the discretion of the Authority)
- 4) Demonstration of Financial Capability to Initiate Operations, Construct Improvements, and Provide Working Capital to Carry on Operations
(Include cash flow and a profit and loss projection for the first five years of the proposed operation)
- 5) Disclosure of Sources and Terms of Financing

15 All commercial activities conducted on the Salina Regional Airport require an approved Business License, Airport Use Agreement or Lease Agreement.

Any information furnished in this application which is prominently marked on each page as "confidential" by the applicant shall be considered proprietary and shall be kept confidential by the Authority to the extent permitted under the provisions of K.S.A. 45-215 et. seq., the Kansas Open Records Act.

All questions and comments should be directed to the Executive Director.

**Salina Airport Authority
3237 Arnold
Salina, Kansas 67401
Phone: (785) 827-3914**