

**GENERAL PROVISIONS & DEFINITIONS AND  
MINIMUM STANDARDS  
FOR THE HUNTINGBURG AIRPORT PRIMARY GUIDING  
DOCUMENTS**

**Adopted September 8<sup>th</sup>, 2008**

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## Table of Contents

Table of Contents.....	2
GPD 1. GENERAL PROVISIONS .....	6
GPD 1.1. Definitions.....	6
GPD 1.2. Governing Body.....	6
GPD 1.3. Statement of Policy .....	6
GPD 1.4. Airport Management.....	6
GPD 1.5. Authority to Adopt.....	7
GPD 1.6. Effective Date .....	7
GPD 1.7. Compliance with Regulatory Measures.....	7
GPD 1.8. Conflicting Regulatory Measures and Agreements .....	7
GPD 1.9. Repeal of Regulatory Measures .....	8
GPD 1.10. Right to Self-Service.....	8
GPD 1.11. Prohibited Activities .....	8
GPD 1.12. Fines.....	8
GPD 1.13. Severability .....	8
GPD 1.14. Subordination.....	8
GPD 1.15. Notices, Requests for Approval, Applications, and Other Filings.....	9
GPD 1.16. Amendments .....	9
GPD 1.17. Variance or Exemption .....	9
GPD 1.18. Enforcement.....	10
GPD 1.19. Codification.....	10
GPD 1.20. Rights Reserved .....	10
GPD 1.21. Grounds for Denial .....	11
GPD 2. DEFINITIONS.....	13
MINIMUM STANDARDS FOR HUNTINGBURG AIRPORT PRIMARY GUIDING DOCUMENTS.....	25
1. INTRODUCTION .....	25
1.1. Purpose and Scope .....	25
1.2. General Provisions and Definitions .....	25
1.3. Exclusive Rights .....	25
1.4. Land Use .....	25
1.5. Applicability .....	25
2. GENERAL REQUIREMENTS.....	27
2.1. Introduction.....	27
2.2. Experience/Capability.....	27
2.3. Agreement/Approval.....	27
2.4. Payment of Rents, Fees, and Charges .....	27
2.5. Leased Premises.....	27
2.6. Products, Services, and Facilities.....	28
2.7. Non-Discrimination .....	28
2.8. Licenses, Permits, Certifications, and Ratings.....	28
2.9. Personnel.....	28
2.10. Aircraft, Equipment, and Vehicles.....	29
2.11. Hours of Activity .....	29

- 2.12. Security ..... 29
- 2.13. Insurance ..... 29
- 2.14. Indemnification and Hold Harmless ..... 30
- 2.15. Taxes ..... 31
- 2.16. Multiple Activities ..... 31
- 3. FIXED BASE OPERATOR ..... 32
  - 3.1. Introduction ..... 32
  - 3.2. Scope of Activity ..... 32
  - 3.3. Leased Premises ..... 33
  - 3.4. Reporting ..... 33
  - 3.5. Fuel Storage ..... 34
  - 3.6. Fueling Equipment ..... 34
  - 3.7. Equipment ..... 35
  - 3.8. Personnel ..... 35
  - 3.9. Hours of Activity ..... 35
  - 3.10. Insurance ..... 36
- 4. AIRCRAFT MAINTENANCE OPERATOR (SASO) ..... 37
  - 4.1. Introduction ..... 37
  - 4.2. Leased Premises ..... 37
  - 4.3. Licenses and Certification ..... 37
  - 4.4. Personnel ..... 38
  - 4.5. Equipment ..... 38
  - 4.6. Hours of Activity ..... 38
  - 4.7. Insurance ..... 38
- 5. AVIONICS, INSTRUMENT OR PROPELLER MAINTENANCE OPERATOR (SASO) ..... 39
  - 5.1. Introduction ..... 39
  - 5.2. Leased Premises ..... 39
  - 5.3. Licenses and Certifications ..... 39
  - 5.4. Personnel ..... 39
  - 5.5. Equipment ..... 39
  - 5.6. Hours of Activity ..... 39
  - 5.7. Insurance ..... 40
- 6. AIRCRAFT RENTAL OR FLIGHT TRAINING OPERATOR (SASO) ..... 41
  - 6.1. Introduction ..... 41
  - 6.2. Leased Premises ..... 41
  - 6.3. Licenses and Certifications ..... 41
  - 6.4. Personnel ..... 42
  - 6.5. Equipment ..... 42
  - 6.6. Hours of Activity ..... 42
  - 6.7. Insurance ..... 42
- 7. FLYING CLUB OPERATORS ..... 43
  - 7.1. Introduction ..... 43
  - 7.2. Leased Premises ..... 43
  - 7.3. Licenses and Certifications ..... 43
  - 7.4. Personnel ..... 43

7.5. Insurance .....	43
8. AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (SASO) 44	
8.1. Introduction.....	44
8.2. Leased Premises.....	44
8.3. Licenses and Certifications .....	44
8.4. Personnel.....	45
8.5. Equipment.....	45
8.6. Hours of Activity .....	45
8.7. Insurance.....	45
9. AIRCRAFT SALES OPERATOR (SASO) .....	46
9.1. Introduction.....	46
9.2. Leased Premises.....	46
9.3. Dealership .....	46
9.4. Licenses and Certifications .....	46
9.5. Personnel.....	46
9.6. Equipment.....	47
9.7. Hours of Activity .....	47
9.8. Insurance.....	47
10. SPECIALIZED COMMERCIAL AERONAUTICAL OPERATOR (SASO).....	48
10.1. Introduction.....	48
10.2. Leased Premises.....	48
10.3. Licenses and Certifications .....	49
10.4. Personnel.....	49
10.5. Equipment.....	49
10.6. Hours of Activity .....	49
10.7. Insurance.....	49
11. TEMPORARY SPECIALIZED AERONAUTICAL SERVICE OPERATOR (SASO).....	50
11.1. Introduction.....	50
11.2. Scope of Activity .....	50
11.3. Permit.....	50
11.4. Licenses and Certifications .....	50
11.5. Insurance.....	50
12. AIRCRAFT STORAGE OPERATOR (SASO) .....	51
12.1. Introduction.....	51
12.2. Scope of Activity .....	51
12.3. Leased Premises.....	51
12.4. Hours of Activity .....	51
12.5. Insurance.....	51
13. NON-COMMERCIAL HANGAR OPERATOR .....	52
13.1. Introduction.....	52
13.2. Scope of Activity .....	52
13.3. Leased Premises.....	52
13.4. Ownership Structure .....	52
13.5. Insurance.....	53

14. NON-COMMERCIAL SELF-FUELING PERMITTEE.....	54
14.1. Introduction.....	54
14.2. Permit/Approval.....	54
14.3. Reporting.....	54
14.4. Fuel Storage .....	54
14.5. Fueling Equipment.....	55
14.6. Limitations .....	55
14.7. Insurance .....	56
15. COMMERCIAL OPERATING PERMIT .....	57
15.1. Application.....	57
15.2. Permit.....	57
15.3. Existing Operator with an Existing Agreement .....	57
15.4. Non-Commercial Operators.....	58
16. ATTACHMENT A (MINIMUM INSURANCE REQUIREMENTS).....	58
17. ATTACHMENT B (AIRPORT BUSINESS PERMIT APPLICATION).....	62
18. ATTACHMENT C (COMMERICAL OPERATING PERMIT) .....	71
19. ATTACHMENT D (NON-COMMERICAL SELF-FUELING PERMIT and APPLICATION).....	73
20. ATTACHMENT E (TEMPORARY or SPECIAL USE PERMIT and APPLICATION).....	77

## **GPD 1. GENERAL PROVISIONS**

### ***GPD 1.1. Definitions***

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

1.1.2. All defined words are capitalized throughout the Huntingburg Airport Primary Guiding Documents.

### ***GPD 1.2. Governing Body***

1.2.1. The Huntingburg Airport (Airport) is owned and operated by the Dubois County Airport Authority, a political subdivision established pursuant to Indiana Code 8-22 *et seq.*

1.2.2. The Governing Body of the Dubois County Airport Authority is the Board of the Dubois County Airport Authority (the "Board"), comprising of six members: three (3) of whom are appointed by the County Commissioners of Dubois County, Indiana, and three (3) of whom are appointed by the Mayor of the City of Huntingburg, Indiana.

1.2.3. The Board reserves unto itself all powers and authority granted to it by statute, as well as all powers necessary or reasonably incident to carrying out the powers and authority granted by statute, and for the operation and maintenance of the Airport as a general aviation facility.

### ***GPD 1.3. Statement of Policy***

1.3.1. It is the intent of the Huntingburg Airport and Board to: (1) plan, manage, operate, finance, and develop the Airport to ensure its long-term financial health and protect and promote the health, safety, and general welfare of the public consistent with all applicable Regulatory Measures and (2) encourage the development and operation of General Aviation businesses and the provision of quality aviation products, services, and facilities to the public at the Airport.

1.3.2. Therefore, the following mission statement has been established for the Airport:  
1.3.2.1. The mission of the Huntingburg Airport shall be to provide a safe, modern aviation facility to serve the business and recreational needs of our residents, neighbors, and users; to act as a vital local link in the national airport system plan and an asset for enhancing the economic climate of the communities it serves.

1.3.3. As set forth by the Federal Aviation Administration (FAA), by way of its Airport Assurances, any airport developed with federal grant assistance is required to operate for the use and benefit of the public and shall be made available to all types, kinds, and classes of Aeronautical Activity on fair and reasonable terms and without unjust discrimination.

### ***GPD 1.4. Airport Management***

1.4.1. The Airport Manager is responsible for the operation, management, maintenance, and security of the Airport and all Airport owned land, Improvements, facilities, Vehicles, and equipment.

1.4.2. The Board has authorized and directed the Airport Manager to:

1.4.2.1. interpret, administer, and enforce Agreements and these Primary Guiding

Documents and the authority to permit temporary, short-term occupancy or use of certain Airport land or Improvements; and

1.4.2.2. obtain and receive copies of all licenses, permits, certifications, ratings, Certificates of Insurance, and other documents required to be provided to or filed with the Board under these Primary Guiding Documents.

1.4.3. All official inquiries to the Board regarding these Huntingburg Airport Primary Guiding Documents and/or compliance therewith should be directed to the Airport Manager.

### ***GPD 1.5. Authority to Adopt***

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

### ***GPD 1.6. Effective Date***

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

### ***GPD 1.7. Compliance with Regulatory Measures***

1.7.1. All entities occupying or using, engaging in an Aeronautical Activity on, or developing Airport land or Improvements shall comply, at the entity’s expense, with all applicable Regulatory Measures including, without limitation, those of the federal, state, and local government and any other Agency having jurisdiction over the Airport, the businesses operating at the Airport, and the activities occurring at the Airport including the United States Department of Transportation, the FAA, the State of Indiana, the Dubois County Airport Authority or Board, and these Huntingburg Airport Primary Guiding Documents; all as may be in effect and amended from time to time.

### ***GPD 1.8. Conflicting Regulatory Measures and Agreements***

1.8.1. If a provision of these Huntingburg Airport Primary Guiding Documents is found to be in conflict with any other provision of these Huntingburg Airport Primary Guiding Documents or in conflict with a provision of any Regulatory Measure, the provision that establishes the higher or stricter standard or requirement shall prevail.

1.8.2. It is not the intent of these Huntingburg Airport Primary Guiding Documents to repeal, abrogate, annul, or in any way impair or interfere with any existing provision of any Regulatory Measure except those specifically repealed by these Huntingburg Airport Primary Guiding Documents.

1.8.3. It is not the intent of these Huntingburg Airport Primary Guiding Documents to excuse any entity from performing any obligation it may have with the Board as set forth in any Agreement the entity has with the Board, whether such Agreement is in existence on the date of the adoption of these Huntingburg Airport Primary Guiding Documents or entered into at any time thereafter.

1.8.4. No future Agreement, nor any payment or performance required thereunder, shall excuse any entity from full and complete compliance with these Huntingburg Airport Primary Guiding Documents.

**GPD 1.9. Repeal of Regulatory Measures**

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

**GPD 1.10. Right to Self-Service**

1.10.1. These Huntingburg Airport Primary Guiding Documents will not exercise or grant any right or privilege which operates to prevent any entity operating Aircraft on the Airport from performing any services on its own Aircraft with its own Employees (including, but not limited to, maintenance, repair, and fueling) that it may choose to perform.

1.10.1.1. However, individual Operators may restrict the use of their exclusive Leased Premises;

1.10.1.2. and all Aircraft Operators must adhere to all applicable Regulatory Measures in the performance of any services on its own Aircraft.

**GPD 1.11. Prohibited Activities**

1.11.1. Entities desirous of or having “Through-the-Fence” access shall not be permitted to operate from the Huntingburg Airport on land located off and adjacent to the Airport.

1.11.2 Entities desirous of or having a “Sublease” relationship with another entity, must seek the Board’s written approval as per Section 1.17.

1.11.2.1. Sublease relationships are reserved only for an FBO (Section 3.0) and Aircraft Storage Operators (Section 12.0).

**GPD 1.12. Fines**

1.12.1. Entities shall have the responsibility to pay any fine or penalty levied against the entity, the Airport, the Board, individually or collectively, and their representatives, officers, officials, employees, agents, and volunteers as a result of entity's failure to comply with any applicable Regulatory Measure.

1.12.2. If the fine or penalty is contestable (and contested by the entity), entity shall pay the fine or penalty when upheld by the Agency having jurisdiction.

**GPD 1.13. Severability**

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

**GPD 1.14. Subordination**

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



***GPD 1.15. Notices, Requests for Approval, Applications, and Other Filings***

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

***GPD 1.16. Amendments***

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

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

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

***GPD 1.17. Variance or Exemption***

1.17.1. A special variance or exemption may be obtained from the Board provided that the variance or exemption is petitioned for in writing and that permission for the variance or exemption is obtained in writing from the Board.

1.17.1.1. Each variance or exemption shall be petitioned separately.

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

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

1.17.4. Any variance or exemption approved by the Board shall apply only to the special conditions or unique circumstances of the particular case under which the variance or exemption is granted and shall not serve to amend, modify, or alter the Huntingburg Airport Primary Guiding Documents.

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

**GPD 1.18. Enforcement**

1.18.1. The Board shall be responsible for enforcement of these Primary Guiding Documents.

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

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

1.18.2.1. In addition, any person or entity that violates these Huntingburg Airport Primary Guiding Documents shall, upon conviction thereof, be punished by a fine of not less than \$50.00 nor more than \$500.00.

1.18.2.2. Each day's continuing failure to comply with, or violation of, these Huntingburg Airport Primary Guiding Documents shall constitute a separate and distinct violation.

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

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

1.18.5. Parties aggrieved by a decision of the Airport Manager may appeal (in writing) such decision to the Board within 10 days after such decision is issued.

**GPD 1.19. Codification**

1.19.1. The provisions of these Huntingburg Airport Primary Guiding Documents shall become and be made a part of the governing rules of the Board, as may be amended from time to time.

**GPD 1.20. Rights Reserved**

1.20.1. In addition to the following rights and privileges, the Board reserves the rights and privileges outlined under federal and/or state Airport Assurances as such rights and privileges may be amended from time to time.

1.20.1.1. The Board reserves and retains the right to permit use of the Airport by others who may desire to use the same pursuant to applicable Regulatory Measures pertaining to such use.

1.20.1.2. The Board further reserves the right to designate specific Airport areas for Activities in accordance with the currently adopted Airport Layout Plan (ALP) as may be amended from time to time. Such designation shall give consideration to the nature and extent of current and/or future Activities and the land and/or Improvements that may be available and/or used for specific Activities and shall be consistent with the safe, orderly, and efficient use of the Airport.

1.20.1.3. The ALP reflects an Agreement with the FAA regarding the proposed allocation of Airport land and/or Improvements to specific uses and/or development. It is the policy of the Board that any use, occupancy, construction, or modification of land and/or improvements that is inconsistent with the ALP is undesirable. Any development that is substantially different than that depicted on the ALP could adversely affect the safe, orderly, or efficient use of the Airport. While the Board may consider making application to the FAA for approval of the revision of the ALP on behalf of a prospective Operator, nothing contained in these Huntingburg Airport Primary Guiding Documents shall require or obligate the Board to make such application.

1.20.1.4. The Board reserves the right to develop and make any improvements and/or repairs at (or to) the Airport that they deem necessary in accordance with the Airport Layout Plan and Budget. The Board will provide advance notice of the date and time that such development, improvements, and/or repairs will be made. The Board shall not be obligated to reimburse or compensate any Operator, Lessee, Sublessee, or other entity for any expense incurred or loss of revenue (or inconvenience) that may result from such development, improvement, and/or repair. This provision, however does not alter or modify any existing leasing agreement or empower the Board to modify, alter or terminate any agreement for the purpose of development and/or improvement of the Airport.

1.20.1.5. The Board reserves the right to prohibit any entity from using the Airport or engaging in Activities at the Airport (and/or revoke or suspend any privileges granted to any entity) upon determination by the Board that such Operator has not complied with these Huntingburg Airport Primary Guiding Documents, any other applicable Regulatory Measure, any other directives issued by the Board, or has otherwise jeopardized the safety of entities utilizing the Airport or the land and/or Improvements located at the Airport, subject to the appeal provisions of Section 1.18.7 herein.

1.20.1.6. The Board will not enter into an Agreement that will require the Board to relinquish the right to take any action the Board considers necessary to protect the aerial approaches of the Airport against obstruction or to prevent an entity from erecting or permitting to be erected any facility or other structure which might limit the usefulness of the Airport or constitute a hazard to Aircraft.

1.20.1.7. The Board will not enter into an Agreement that requires the Board to waive any sovereign, governmental, or other immunity to which the Board may be entitled nor shall any provision of any Agreement be so construed or that would require the Board to submit to the laws of any state other than those of the State of Indiana.

1.20.1.8. The Board is under no obligation to provide financing and/or make any improvements to Airport land and/or Improvements to facilitate any development proposed by a prospective Operator.

1.20.1.9. While the Board may choose to pursue federal, state, or other available funds to contribute to the development, the Board is under no obligation to do so. In addition, the Board is under no obligation to provide matching funds if required to secure such funding.

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

### ***GPD 1.21. Grounds for Denial***

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

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

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

1.21.1.3. The Board would be required to expend funds and/or supply labor and/or materials in connection with the proposed Activities and/or Improvements that the Board is unwilling and/or unable to spend and/or will result in a financial loss or hardship for the Board.

1.21.1.4. No appropriate, adequate, or available land and/or Improvement exists at the Airport to accommodate the proposed Activity of the entity (at the time the proposal or application is submitted), nor is such availability contemplated within a reasonable time frame.

1.21.1.5. The proposed Activities and/or Improvements do not comply with the Master Plan of the Airport or the ALP then in effect or anticipated to be in effect within the time frame proposed by the entity.

1.21.1.6. The development or use of the land requested by the entity will result in a congestion of Aircraft and/or the Improvements will, in the sole discretion of the Board, unduly interfere with Activities of any existing Operator on the Airport and/or prevent adequate access to the Leased Premises of any existing Operator.

1.21.1.7. The entity has intentionally or unintentionally misrepresented or omitted material fact in the proposal, on the application, and/or in supporting documentation.

1.21.1.8. The entity has failed to make full disclosure in the proposal, on the application, and/or in supporting documentation.

1.21.1.9. The entity or an officer, director, agent, representative, shareholder, or employee of the entity has a record of materially violating the Regulatory Measures of the Board (or any other airport), the FAA, or any other Regulatory Measure applicable to the Airport and/or the entity's proposed Activity.

1.21.1.10. The entity or an officer, director, agent, representative, shareholder, or employee of the entity has defaulted in the performance of any Agreement or Sublease at the Airport or at any other airport.

1.21.1.11. The entity has not demonstrated that it possesses adequate financial responsibility or that it is reasonably capable to undertake the proposed Activity.

1.21.1.12. The entity cannot provide a performance bond or applicable insurance in the type and amounts required by the Board for the proposed Activity.

1.21.1.13. The entity or an officer or director of Applicant has been convicted of a felony.

1.21.1.14. The entity's proposed Activity has been or could be detrimental to the Airport.

1.21.1.15. The entity seeks terms and conditions which are inconsistent with the Board's policies or any request for proposal (or any other invitation for proposals) issued by the Board.

1.21.1.16. The entity's interests and/or the proposed Activity or use is inconsistent with the Airport's mission (purpose), vision, values, goals, or objectives; the best interests of the Board; or, any Airport Assurances.

## **GPD 2. DEFINITIONS**

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

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

**AC**, Advisory Circulars, are aviation safety related policies and procedures as mandated or recommended by the FAA.

**Accident**, A collision or other contact between any part of an Aircraft, Vehicle, person, stationary object and/or other thing which results in Property damage, personal injury, or death; or an entry into or emerging from a moving Aircraft or Vehicle by a person which results in personal injury or death to such person or some other person or which results in Property damage.

**Aeronautical Activity** (or "Aeronautical Activities" or "Activity" or "Activities"), Any Activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of Aircraft or another Aeronautical Activity, or which contributes to or is required for the safety of such operations. The following Activities, without limitation, which are commonly conducted on airports, are considered Aeronautical Activities within this definition: Aircraft charter, 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 Airport, because of their direct relationship to the operation of Aircraft or the Airport, can appropriately be regarded as an Aeronautical Activity. For all purposes of the Huntingburg Airport Primary Guiding Documents, all products and services described herein are deemed to be "Aeronautical Activities".

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

**Agreement** (or "Permit"), A written contract, executed by both parties, and enforceable by law between the Board and an entity granting a concession, transferring rights or interest in land and/or Improvements, and/or otherwise authorizing and/or prohibiting the conduct of certain Activities. Such Agreement will recite the terms and conditions under which the Activity will be conducted at the Airport including, but not limited to, term of the Agreement; rents, fees, and charges to be paid by the entity; and the rights and obligations of the respective parties.

Adopted September 8th, 2008

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

**Air Traffic Control** (or “ATC”), A service operated by appropriate authority to promote the safe, orderly, and expeditious flow of air traffic.

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

**Aircraft Design Group**, A grouping of Aircraft based upon wingspan, per the FAA via AC 150/5300-13. The groups are as follows:

Group I: Up to but not including 49 feet.

Group II: 49 feet up to but not including 79 feet

Group III: 79 feet up to but not including 118 feet

Group IV: 118 feet up to but not including 171 feet

Group V: 171 feet up to but not including 214 feet

Group VI: 214 feet up to but not including 262 feet

**Aircraft Maintenance**, The repair, maintenance, overhaul, alteration, preservation, or inspection of Aircraft (including the replacement of parts). Major repairs include major alterations to the airframe, powerplant, and propeller as defined in 14 CFR Part 43 or 145. Minor repairs include normal, routine annual inspection with attendant maintenance, repair, calibration, or adjustment of Aircraft and their accessories.

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

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

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

**Airport**, The Huntingburg Airport and all land, Improvements, and appurtenances within the legal boundaries of the Airport as it now exists on the Airport Layout Plan (or Exhibit A of the most recent FAA grant and sponsor assurance) and as it may hereinafter be extended, enlarged, or modified.

Adopted September 8th, 2008

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

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

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

**Airport Roadway**, Those vehicular ways on the Airport designated and made available by the Airport as ways to which the public has the right of access.

**Airport Layout Plan**, (or "ALP"), The currently approved drawing depicting the physical layout of the Airport and identifying the location and configuration of current and proposed runways, Taxiways, buildings, roadways, utilities, nav aids, etc.

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

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

**Apron**, Those paved areas of the Airport within the AOA designated by the Huntingburg Airport for the loading or unloading of passengers, servicing, or parking of Aircraft.

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

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

**Autogas or Mogas**, Automobile gasoline used for aircraft

**Avgas**, Aviation Gasoline, specifically in reference to 100 LL (low lead)

Adopted September 8th, 2008

**Base Rate**, Rents and/or fees paid by the Operator during the first year of the Agreement.

**Based Aircraft**, Any Aircraft utilizing the Airport as a base of operation (other than occasional transient purposes) and registered at the Airport with an assigned tie-down or hangar space on the Airport or adjoining property that has direct Taxiway access to the Airport.

**Board**, The Dubois County Airport Authority Board of Directors, whose membership and delegated duties are discussed and outlined in the Indiana Statute as appointed by the Mayor of Huntingburg and the Dubois County Commissioners; organized January 1st, 1983.

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

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

**Commercial**, An Activity that involves, makes possible, or is required for the operation of Aircraft, or that contributes to, or is required for the safe conduct and utility of such Aircraft operations, the nature of such Activity normally being to generate and/or secure earnings, income, compensation (including exchange of service), and/or profit, whether or not such objectives are accomplished.

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

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

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

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

**Contiguous Land**, Land that is sharing an edge or boundary or is separated by no more than a Taxilane.

**Courtesy Vehicle**, Any Vehicle used in Commercial Activity, other than a taxicab, to transport persons, baggage, or goods, or any combination thereof, between the Airport and off-Airport businesses such as hotels, motels, or other attractions and the business establishment owning or operating such Vehicle, the operation of which is generally



Adopted September 8th, 2008

performed as a service without direct costs to the passenger.

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

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

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

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

**Employee(s)**, Any individual employed by an entity whereby said entity collects and pays all associated taxes on behalf of Employee (i.e., social security and medicare) or any person under contract through a temporary employment agency.

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

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

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

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

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

**Fire Department(s)**, Fire fighting personnel having jurisdiction (responsibility) over those portions of the Airport located within the airport properties who are responsible for fire fighting at the Airport.

Adopted September 8th, 2008

**Fiscal Year (or "FY")**, The accounting period beginning January 1st and ending December 31<sup>st</sup> established for accounting purposes.

**Fixed Base Operator (or "FBO")**, a Commercial Operator engaged in the sale of multiple products, services, and facilities to Aircraft Operators including, at a minimum, the following Activities at the Airport:

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

**Flight Training**, Any primary use of an Aircraft to increase or maintain pilot or crewmember proficiency rather than the use of an Aircraft as transportation between two different Airports or other destinations. Flight Training shall also include any portion of a flight between two Airports or other destinations dedicated to increase or maintain pilot or crewmember proficiency.

**Flying Club**, Any Association or entity that is not-for-profit in its organization that owns an aircraft for use by its members, with proof provided to the Airport Manager. Flying Club's may operate under a restricted membership or an open public membership. Please see: **AC No:** 150/5190-7 and **AC No:** 00-25

**Fuel**, Any substance (solid, liquid, or gaseous) used to operate any engine in Aircraft or Vehicles.

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

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

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

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

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

Adopted September 8th, 2008

**Huntingburg Airport Primary Guiding Documents**, See Primary Guiding Documents; also referred to as HAPGD.

**Immediately**, The ability to occupy premises leased from the Airport and offer products, services, and/or facilities (to the public) as of the effective date of the Agreement. When construction and/or alteration of facilities are involved, immediately shall mean the ability to obtain a certificate of occupancy from the authorizing Agency for the proposed facilities within 18 months following receipt of possession of the leased premises.

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

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

**Infrastructure**, Runways, Taxiways, Aprons, nav aids, roadways, and utilities.

**Intergovernmental Agreement**, An agreement between the City of Huntingburg and the Board that provides emergency services to the Airport dated January 4th, 2007, as may be amended from time to time.

**Jet Fuel**, Fuel commonly utilized in Turboprop and Turbojet Aircraft (Jet-A).

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

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

**Loitering**, Unable to give satisfactory explanation of one's presence.

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

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

Adopted September 8th, 2008

**Movement Area**, The runways, Taxiways, and other areas of the Airport which are utilized for taxiing/hover taxiing, air taxiing, takeoff, and landing of Aircraft, exclusive of loading ramps and parking areas. Specific approval for entry onto the movement area must be obtained from ATC.

**Municipalities**, The Dubois County Airport Authority, the City of Huntingburg, Indiana, and the Dubois County Commissioners, local governing bodies having a direct relationship with the Airport.

**National Fire Protection Association** (or “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.

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

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

**Official Vehicle**, Crash fire rescue, ambulance, police, security, maintenance, FAA and others specifically authorized by the Airport Manager.

**Operations Department**, Department of the Airport responsible for Airport safety and security.

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

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

**Paved**, to lay or cover with asphalt or concrete that forms a firm level surface.

**Permission**, A right or approval granted by the Airport Manager

**Permittee**, A person or business who has written permission (permit) from the Airport Manager to conduct occasional Commercial Activity, within the confines of the permit, at the Airport.

**Piston Aircraft**, An Aircraft that utilizes a reciprocating engine for propulsion.

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

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

**Private Aircraft**, Aircraft operated non-commercially by the owner(s). This does not prohibit the owner(s) or operator(s) of private Aircraft from sharing the expense of the operations of an Aircraft. Private Aircraft may be used by a person other than the owner, provided no remuneration accrues to the owner, which can be considered profit. Company and corporately owned Aircraft that are operated for the free transportation of personnel and/or products are classified a private Aircraft and subject to the same restrictions. New and used privately owned Aircraft held for sale only may be demonstrated to prospective purchasers or, when sold, may be used to instruct the new owner in their operation.

**Private Vehicle**, Any Vehicle operated for transportation of persons or baggage that are not customers of the Vehicle Operator, and no revenue is being derived from the transportation either directly or indirectly.

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

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

**Public Safety Officer**, Law enforcement officers of any federal, state, or local government Agency.

**Readily Available** Conveniently located (in close proximity) and accessible, but not necessarily located on the Leased Premises.

**Refueling Vehicle**, Any Vehicle used for the transporting, handling or dispensing of Fuels, oils, and lubricants.

Adopted September 8th, 2008

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

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

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

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

**Runup**, Aircraft engine operation above normal idle power for purposes other than initiating taxi or takeoff.

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

**Self-fueling**, means the fueling of an aircraft by the owner having operational control over the aircraft, by use of the owner's own personnel and using the owner's own equipment, including, but not limited to fuel farm facilities owned or leased by the aircraft owner pursuant to the Huntingburg Airport Primary Guiding Documents. Self-fueling of an aircraft which is subject to fractional ownership by multiple owners, is only permissible by the aircraft owner having full and exclusive operation control over the aircraft for the flight for which the fuel is intended. Self-fueling differs from use of a self-service fuel pump made available by the FBO, Airport Sponsor, or other authorized aeronautical service provider pursuant to the Huntingburg Airport Primary Guiding Documents for the purchase of fuel by the general aviation public.

**Specialized Aviation Service Operator (or "SASO")**, A Commercial Operator that provides any one or a combination of the following Activities: Aircraft Maintenance, avionics or instrument maintenance, Aircraft rental, flying club, or flight training, Aircraft charter or Aircraft management, Aircraft sales, specialized commercial aviation service, temporary specialized commercial aviation service or temporary SASO.

**SPCC Plan**, Spill Prevention Contingency and Control Plan.

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

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

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

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

**Temporary SASO**, a SASO that has a defined agreed duration of time to complete proposed operations; Also see SASO or Independent Operator.

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

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

**Touch-and-Go**, The act of landing an Aircraft on a runway and immediately taking off in the same direction on that runway instead of landing and coming to a full stop on the runway before proceeding on a Taxiway to a parking location or to another runway.

**Transient Aircraft**, Any Aircraft utilizing the Airport for occasional transient purposes and not based at the Airport.

**Transient Parking**, The parking of Aircraft not normally based at the Airport in an area specifically set aside by the Airport for this purpose.

**Triple Net**, Operator pays all maintenance, utilities, insurance, and taxes associated with Leased Premises.

**Turbojet Aircraft**, An Aircraft that utilizes a form of heat engine that produces thrust by accelerating a relatively small mass of air through a large change in velocity for propulsion.

**Turboprop Aircraft**, An Aircraft that utilizes a gas turbine engine to drive a set of reduction gears, which, in turn, drives a propeller for propulsion.

**Ultralight Vehicle**, Any contrivance used or intended to be used for manned operation in the air by a single occupant; does not have any U.S. or foreign airworthiness certificate; and if unpowered, weighs less than 155 pounds; or if powered, weighs less than 254 pounds empty weight, excluding floats and safety devices which are intended

Adopted September 8th, 2008

for deployment in a potentially catastrophic situation; has a Fuel capacity not exceeding 5 U.S. gallons; is not capable of more than 55 knots calibrated airspeed at full power in level flight; and has a power-off stall speed which does not exceed 24 knots calibrated airspeed.

**Vehicle**, Any device that is capable of moving itself, or being moved, from place to place upon wheels; but does not include any device designed to be moved by human muscular power or designed to move primarily through the air.

**Vehicle Operator**, Any person who is in actual physical control of a Vehicle.

**Vehicle Service Road**, That portion of the AOA specifically designated and appropriately marked for the movement of authorized Vehicles.



# MINIMUM STANDARDS FOR HUNTINGBURG AIRPORT PRIMARY GUIDING DOCUMENTS

## 1. INTRODUCTION

### 1.1. *Purpose and Scope*

1.1.1. The purpose of these Dubois County Airport Authority/Huntingburg Airport Minimum Standards (Minimum Standards) is to encourage, promote, and ensure: (1) the delivery of high quality General Aviation products, services, and facilities to Airport users, (2) the design and development of quality General Aviation Improvements and facilities at the Airport; (3) safety and security, (4) the economic health of General Aviation Airport businesses, and (5) the orderly development of Airport property.

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

### 1.2. *General Provisions and Definitions*

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

### 1.3. *Exclusive Rights*

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

### 1.4. *Land Use*

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

### 1.5. *Applicability*

1.5.1. These Minimum Standards specify the standards and requirements that must be met by any entity desiring to engage in one or more General Aviation Aeronautical Activities at the Airport.

1.5.1.1. Throughout these Minimum Standards, the words "standards" or "requirements" shall be understood to be modified by the word "minimum" except where explicitly stated otherwise. Any required determinations, interpretations, or judgments regarding what constitutes an acceptable minimum standard, or regarding compliance with such standard, shall be made by the Board. All entities are encouraged to exceed the

applicable minimum standards. No entity shall be allowed to engage in Aeronautical Activities at the Airport under conditions that do not, in the Board's discretion, meet these Minimum Standards.

1.5.2. These Minimum Standards shall apply to any new Agreement or any amendment to any existing Agreement relating to the occupancy or use of Airport land or Improvements for General Aviation Aeronautical Activities. If an entity desires, under the terms of an existing Agreement, to materially change its Aeronautical Activities, the Board shall, as a condition of its approval of such change, require the entity to comply with these Minimum Standards.

1.5.2.1. These Minimum Standards shall not affect any Agreement or amendment to such Agreement properly executed prior to the date of promulgation of these Minimum Standards except as provided for in such Agreement, in which case these Minimum Standards shall apply to the extent permitted by such Agreement.

1.5.2.2. Upon termination of an Agreement (or amended Agreement), the Operator shall be required to comply with these Minimum Standards prior to executing a new Agreement.

1.5.2.3. These Minimum Standards shall not be deemed to modify any existing Agreement under which an entity is required to exceed these Minimum Standards, nor shall they prohibit the Board from entering into or enforcing an Agreement that requires an entity to exceed the Minimum Standards.

1.5.3. Operators currently providing Activities without an Agreement with the Board or Airport will have two (2) months from the date of adoption of these Minimum Standards to become compliant with these Minimum Standards.

1.5.3.1. To be eligible, Operators must enter into an Agreement with the Board within two (2) months of adoption of these Minimum Standards.

## **2. GENERAL REQUIREMENTS**

### **2.1. Introduction**

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

### **2.2. Experience/Capability**

2.2.1. Operator shall, in the reasonable judgment of the Board, demonstrate the capability of providing the proposed products, services, and facilities and engaging in the proposed Activities in a safe efficient, courteous, prompt, and workmanlike manner in service to and to the benefit of the public.

2.2.2. Operator shall, in the reasonable judgment of the Board, demonstrate the financial and technical responsibility, capability, and integrity to develop and maintain Improvements; procure and maintain required Vehicles, Equipment, and/or Aircraft; employ proper level of personnel; and engage in the Activity.

### **2.3. Agreement/Approval**

2.3.1. No entity shall engage in a Commercial Activity unless the entity has an Agreement with the Board or Airport authorizing such Activity.

2.3.2. An Agreement shall not reduce or limit Operator's obligations with respect to these Minimum Standards.

2.3.3. No entity shall engage in any Commercial Activity unless the entity has completed the Airport Business Permit Application.

### **2.4. Payment of Rents, Fees, and Charges**

2.4.1. Operator shall pay the rents, fees, or other charges specified by the Board for engaging in Activities in conformity with the Airport's Lease/Rates and Charges Policy.

2.4.2. Operator's failure to remain Current in the payment of any and all rents, fees, charges, and other sums due to the Board shall be grounds for revocation of the Agreement or approval authorizing the conduct of Activities at the Airport.

### **2.5. Leased Premises**

2.5.1. Operator shall lease sufficient land and/or lease, or construct sufficient Improvements for the Activity as stipulated in these Minimum Standards.

2.5.1.1. Leased Premises that are used for Commercial purposes and require public access shall have direct public street side access.

2.5.2. Apron/Paved Tie downs

2.5.2.1. Aprons/Paved Tie downs (if required) must be adequate to accommodate the movement, staging, and Parking of Operator's, Operator's Sublessees', and customers Aircraft without interfering with the movement of Aircraft in and out of other facilities and Aircraft operating in Taxi lanes or Taxiways.

2.5.3. Vehicle Parking

2.5.3.1. Paved Vehicle Parking shall be sufficient to accommodate all Operator's and Operator's Sublessees' (if Subleasing facilities) customers, employees, visitors, vendors, and suppliers Vehicles on a daily basis.

2.5.3.2. Paved Vehicle Parking shall be on Operator's Leased Premises and/or located in close proximity to Operator's main facility.

## **2.6. *Products, Services, and Facilities***

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

## **2.7. *Non-Discrimination***

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

## **2.8. *Licenses, Permits, Certifications, and Ratings***

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

## **2.9. *Personnel***

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

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

## **2.10. Aircraft, Equipment, and Vehicles**

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

2.10.1.1. Aircraft, Equipment, and Vehicles unavailable due to routine or emergency maintenance is allowed so long as appropriate measures are taken to return the Aircraft, Equipment, or Vehicle to service as soon as possible.

2.10.1.2. At no time shall Operator have less than one required Equipment and/or Vehicle in an operating and fully functional condition, based upon normal activities.

## **2.11. Hours of Activity**

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

## **2.12. Security**

2.12.1. Operator shall designate a responsible person for the coordination of all security procedures and communications and provide point-of-contact information to the Airport Manager including the name of the primary and secondary contacts and a 24-hour telephone number for both contacts.

2.12.2. Operator shall develop and maintain a Security Plan which shall include the following elements:

2.12.2.1. Procedures on securing facilities, Vehicles, Equipment, and Aircraft during hours of operation and after hours.

2.12.3. Operator's Security Plan shall be submitted to the Airport Manager no later than before Operator commences Activities at the Airport and annually thereafter.

2.12.4. Operator shall maintain fencing, doors, gates, lighting, and locks on Operator's Leased Premises in good condition at all time.

2.12.5. All Operators must comply with the pertinent reporting requirements to FAA and law enforcement Agencies.

## **2.13. Insurance**

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

2.13.1.1. When coverage's or limits set forth in Attachment A are not commercially available, appropriate replacement coverage's or limits must be approved, in advance, by the Airport.

2.13.2. When Operator engages in more than one Activity, the minimum limits shall vary depending upon the nature of each Activity or combination of Activities, but shall not necessarily be cumulative in all instances. While it may not be necessary for Operator to carry insurance policies for the combined total of the minimum requirements of each Activity, Operator shall procure and maintain insurance for all exposures in amounts at least equal to the required minimum.

2.13.3. All insurance, which Operator is required by the Airport to carry and keep in force, shall name the Huntingburg Airport and the Dubois County Airport Authority, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers as additional insured.

2.13.3.1. Liability policies shall contain, or be endorsed to contain, the following provisions:

2.13.3.1.1. "the Huntingburg Airport and the Dubois County Airport Authority, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers are to be covered as additional insured with respect to: liability arising out of Activities performed by or on behalf of Operator; products and services of Operator; premises owned, leased, occupied, or used by Operator; or vehicles, equipment, or aircraft owned, leased, hired, or borrowed by Operator. Any insurance or self-insurance maintained by the Huntingburg Airport or the Dubois County Airport Authority, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers shall be excess of Operator's and shall not contribute with it."

2.13.3.1.2. "Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Huntingburg Airport and the Dubois County Airport Authority, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers. Operator's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the aggregate limits of the insurer's liability."

2.13.3.1.3. "Coverage shall not be suspended, voided, or cancelled by either party or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Huntingburg Airport's Airport Manager."

2.13.4. Certificates of Insurance for the insurance required by Regulatory Measures and set forth by these Minimum Standards for each Activity shall be delivered to the Airport Manager upon execution of any Agreement or approval. Operator shall furnish additional Certificates of Insurance thirty (30) days prior to any changes in coverage, if the change results in a reduction. Current proof of insurance shall be provided continually to the Airport Manager, including upon renewal, throughout the term of the Agreement.

2.13.4.1. Certificates of Insurance shall indicate the additional insureds as specified in Section 2.13.3.1.

2.13.5. The limits stipulated herein for each Activity represent the minimum coverage and policy limits that shall be maintained by the Operator to engage in Activities at the Airport. Operators are encouraged to secure higher policy limits.

2.13.6. Operator shall, at its sole expense, cause all Improvements on the Leased Premises to be kept insured to the full insurable value (current replacement cost with no depreciation) thereof against the perils of fire, lightning, tornado, wind, hail, earthquake, extended coverage, and/or vandalism. The proceeds of any such insurance paid on account for any of the aforementioned perils, shall be used to defray the cost of repairing, restoring, or reconstructing said facilities or Improvements to the condition and location existing prior to the casualty causing the damage or destruction, unless a change in design or location is approved in writing by the Board.

2.13.7. Operator with known environmental contamination exposures shall be required to secure appropriate environmental liability insurance with coverage limits appropriate for the type and level of environmental contamination exposure risk.

## **2.14. Indemnification and Hold Harmless**

2.14.1. Operator shall defend, indemnify, save, protect, and hold harmless the Huntingburg Airport and the Dubois County Airport Authority, individually and

collectively, and their representatives, officers, officials, employees, agents, and volunteers from any and all claims, demands, damages, fines, obligations, suits, judgments, penalties, causes of action, losses, liabilities, administrative proceedings, arbitration, or costs at any time received, incurred, or accrued by the Huntingburg Airport or the Dubois County Airport Authority, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers as a result of, or arising out of Operator's actions or inaction. In the event a party indemnified hereunder is in part responsible for the loss, the indemnitor shall not be relieved of the obligation to indemnify; however, in such a case, liability shall be shared in accordance with Indiana principles of comparative fault.

2.14.2. The Operator shall accept total responsibility, indemnify, and hold harmless the Huntingburg Airport and the Dubois County Airport Authority, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers in the event of an environmental contaminating accident or incident caused by Operator, its employees, its vendors or any other personnel used by the Operator to maintain Operator's facilities, Vehicles, Equipment, or Aircraft.

2.14.3. Nothing herein shall constitute a waiver of any protection available to the Huntingburg Airport or the Dubois County Airport Authority, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers under the Indiana governmental immunity act or similar statutory provision.

## **2.15. Taxes**

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

## **2.16. Multiple Activities**

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

2.16.1.1 Leased Premises (Section 2.5) may be reduced to (20,000 SF)

2.16.1.1 Facilities or Hangars may be reduced to (2,000 SF)

### **3. FIXED BASE OPERATOR**

#### **3.1. Introduction**

3.1.1. A Fixed Base Operator (FBO) is a Commercial Operator engaged in the sale of aeronautical products and services, and the maintenance of public-access facilities at the Airport. The Aeronautical Activities to be provided at the Airport shall include, at a minimum, the following:

3.1.1.1. Sales and dispensing of aviation fuels and lubricants (Jet Fuel, Avgas, aviation oils and other aircraft lubricants)

3.1.1.2. Provision of passenger, crew, and aircraft ground services, including aircraft marshalling and reception, crew and passenger support, and such amenities as are appropriate to enhance business and personal travel on General Aviation aircraft (line service).

3.1.1.3. Aircraft Maintenance (Full-time and Type - A or B requirements (see Section 4)

3.1.1.4. Flight Training (Full-time Type A or part-time Type B (see Section 6))

3.1.1.5. Aircraft Storage and Tiedown, including management of paved tiedown spaces, hangar facilities, and transient aircraft parking.

3.1.2. In addition to the General Requirements set forth in Section 2, each Fixed Base Operator at the Airport shall comply with the following minimum standards set forth in this Section 3.

3.1.3. In addition to the General Requirements set forth in Section 2 and 3, the FBO shall agree to pay the current Fuel Flowage Fee (FFF) of \$.12/gallon for all fuel delivered (Section 3.4).

#### **3.2. Scope of Activity**

3.2.1. Unless otherwise stated in these Minimum Standards, all products and services shall be provided by FBO's Employees using FBO's Vehicles and Equipment.

3.2.2. FBO's products and services shall include the following:

3.2.2.1. Aviation Fuels and Lubricants (Jet Fuel, Avgas, and Aircraft Lubricants):

3.2.2.1.1. FBO shall deliver and dispense, upon request, Jet Fuel, Avgas, and Aircraft lubricants into all General Aviation Aircraft normally frequenting the Airport.

3.2.2.1.2. FBO shall provide a response time of no more than 20 minutes during required hours of activity (excepting situations beyond the control of the FBO - i.e. two aircraft needing fuel at same time).

3.2.2.1.3 FBO may provide after hours fueling services by operational credit card self-fuel/pay system.

3.2.2.2. Passenger, Crew, and Aircraft Ground Services, Support, and Amenities (line services)

3.2.2.2.1. FBO shall meet, direct, and park all Aircraft arriving on Operator's Leased Premises and/or other available public apron areas.

3.2.2.2.2. FBO shall provide courtesy transportation, utilizing Operator's Vehicles, for passengers, crew, and baggage, as necessary and/or appropriate.

3.2.2.2.3. FBO shall provide parking and Tiedown of Aircraft upon the Operator's Leased Premises and or other available public apron areas.

3.2.2.2.4. FBO shall provide hangar storage of Aircraft, to include in-out service.

3.2.2.2.5. FBO shall provide arrival and departure services for Aircraft using Operator's Leased Premises including crew and passenger baggage handling.

3.2.2.3. Aircraft Maintenance – Full-Time

3.2.2.3.1. FBO shall provide Aircraft Maintenance on the airframe, powerplants, and associated systems of General Aviation Aircraft. In addition, FBO shall provide Aircraft line maintenance for General Aviation Aircraft (maintenance performed on aircraft on apron areas).

3.2.2.3.2. FBO can meet these Minimum Standards for the provision of Aircraft



Maintenance by and through Section 4 requirements. The FBO can maintain Type A or B requirements, provided they are full-time.

3.2.2.3.3. FBO can meet these Minimum Standards for the provision of Aircraft Maintenance by an authorized Sublessee who meets the minimum standards for Aircraft Maintenance Operator and operates from the FBO's Leased Premises.

3.2.2.3.4. FBO can meet these Minimum Standards for the provision of Aircraft Maintenance by and through the requirements as outlined in Section 4 with full-time service hours (Type B.).

3.2.2.4. Flight Training – (Full-time, Type A or part-time Type B)

3.2.2.4.1. See Section 6 in reference to Flight Training

3.2.2.4.2. FBO shall provide an IFR Aircraft for rental or and VFR/IFR for flight training purposes.

3.2.2.4.3. FBO shall provide a Certificated CFI for flight training.

3.2.2.4.4. Sublessee may be used by an FBO to meet specific requirements.

3.2.2.5 Aircraft Storage and Tiedown services provided to private aircraft owners.

### **3.3. Leased Premises**

3.3.1. FBO shall have adequate land (see Section 2.5.1), Apron/Paved Tiedown (see Section 2.5.2), facilities (hangars, terminal, maintenance, and Fuel storage), and Vehicle Parking (see Section 2.5.3) to accommodate all Activities of FBO and all approved Sublessees, but not less than the following:

3.3.1.1. Contiguous Land – (20,000 SF), upon which all required Improvements including Apron, Paved Tiedown, facilities, and Vehicle Parking shall be located.

3.3.1.2. Apron with sufficient weight bearing capacity to accommodate the largest Aircraft handled or serviced by FBO.

3.3.1.2.1. If an existing or otherwise approved FBO has insufficient Apron to meet the Minimum Standards, and sufficient public Apron is available contiguous to the FBO's Leased Premises, then the Airport may lease, upon fair and reasonable terms, to the FBO that portion of such public Apron area so as to enable the FBO to comply with these Minimum Standards.

3.3.1.3. Paved Tiedown – adequate to accommodate the number, type, and size of Based Aircraft and Transient Aircraft requiring Tiedown space at the Operator's Leased Premises, but not less than 4 Paved Tiedown spaces.

3.3.1.4. Facilities – (9,200 SF) consisting of the following:

3.3.1.4.1. Terminal space – (1,200 SF); Customer area shall be dedicated to include adequate space for crew and passenger lounge(s), flight planning room, conference room, public use telephones, and restrooms. Administrative area shall be dedicated to include adequate space for employee offices, work areas, and storage.

3.3.1.4.2. Maintenance area shall include adequate space for employee offices, work areas, and storage for Aircraft parts and equipment.

3.3.1.4.3. Hangar space – (8,000 SF); At least one (1) hangar shall be capable of accommodating an Aircraft regularly utilizing the Airport. No single hangar shall be less than (8,000 SF).

### **3.4. Reporting**

3.4.1. FBO shall report all Fuel delivered to the FBO's Fuel storage facility during each calendar month and submit a summary report along with appropriate fees and charges due the Board on or before the 10th day of the subsequent month.

3.4.2. FBO shall during the term of the Permit and for three (3) years thereafter maintain records identifying the total number of aviation Fuel gallons delivered. Records (and meters) shall be made available for audit to the Airport Manager. In the case of a discrepancy, FBO shall promptly pay, in cash, all additional rates, fees, and charges due the Board, plus annual interest on the unpaid balance at the lesser of 18% or the maximum rate allowable by law from the date originally due.

### **3.5. Fuel Storage**

- 3.5.1. FBO shall construct or install and maintain an on-Airport Fuel storage facility at the Airport, to be owned by the Dubois County Airport Authority subject to lease by the FBO for operation, unless otherwise authorized or required, in a location consistent with the Airport Master Plan, Airport Layout Plan, or other Land Use Plan.
- 3.5.2. Fuel storage facility shall have total capacity for three days peak supply of aviation Fuel for Aircraft being serviced by FBO.
- 3.5.3. FBO shall, at its sole expense, maintain the Fuel storage facility, all Improvements thereon, and all appurtenances thereto, in a clean, neat, orderly, and fully functional condition consistent with good business practice and equal or better than in appearance and character to other similar Improvements on the Airport.
- 3.5.4. FBO shall demonstrate that satisfactory arrangements have been made with a reputable aviation petroleum supplier/distributor for the delivery of aviation Fuels in the quantities that are necessary to meet the requirements set forth herein.
- 3.5.5. FBO shall have a written Spill Prevention Contingency and Control Plan ("SPCC Plan") that meets Regulatory Measures for aboveground Fuel storage facilities. An updated copy of the SPCC Plan shall be filed with the Airport Manager at least 30 days prior to commencing operations.
- 3.5.6. FBO shall be liable and indemnify the Airport and Board for all leaks, spills, or other damage that may result through the handling and dispensing of Fuel.
- 3.5.7. Fuel delivered shall be clean, bright, pure, and free of microscopic organisms, water, or other contaminants. Ensuring the quality of the Fuel is the responsibility of FBO.
- 3.5.8. FBO shall maintain current Fuel reports on file, including total gallons of Fuel delivered by type, and make such reports available for auditing at anytime by the Airport Manager and annual written report submitted to the Airport.

### **3.6. Fueling Equipment**

- 3.6.1. FBO shall have one Jet Fuel Refueling Vehicle with a capacity of at least 2,000 gallons.
  - 3.6.1.1. Any fixed Jet Fuel refueling system constructed or installed and maintained by an FBO for public commercial use shall be located in a location specified by the Airport Layout Plan.
- 3.6.2. FBO shall have one Avgas Refueling Vehicle having a capacity of at least 500 gallons. An operational fixed Avgas refueling system can be substituted for an Avgas Refueling Vehicle.
  - 3.6.2.1. Any fixed Avgas refueling system constructed or installed and maintained by an FBO for public commercial use shall be located in a location specified by the Airport Layout Plan.
- 3.6.3. Aircraft Refueling Vehicles shall be equipped with metering devices that meet all applicable Regulatory Measures. One Refueling Vehicle dispensing Jet Fuel shall have over-the-wing and single point Aircraft servicing capability.
- 3.6.4. Each Refueling Vehicle shall be equipped and maintained to comply with all applicable safety and fire prevention requirements, standards, and Regulatory Measure including without limitation, those prescribed by:
  - 3.6.4.1. State of Indiana Fire Code and local Fire District;
  - 3.6.4.2. National Fire Protection Association (NFPA) Codes;
  - 3.6.4.3. Indiana Department of Environmental Management;
  - 3.6.4.4. 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials".
  - 3.6.4.5. Applicable FAA Advisory Circulars (AC) including AC 00-34 "Aircraft Ground

Handling and Servicing" and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on an Airport".

### **3.7. Equipment**

3.7.1. FBO shall have all equipment necessary to perform the operations proposed to include but not limited to the following equipment:

3.7.1.1. Adequate Equipment for emergency starting Aircraft

3.7.1.2. One Courtesy Vehicle to provide transportation of passengers, crews, and baggage to and from destinations on the Airport and local area hotels and restaurants

3.7.1.3. Aircraft tug(s) (and tow bar(s)) with a rated draw bar capacity sufficient to meet the towing requirement of the heaviest General Aviation Aircraft normally frequenting the Airport

3.7.1.4. Aircraft engine heaters

3.7.1.5. Portable pressure tanks

3.7.1.6. Adequate number of approved and regularly inspected dry chemical fire extinguisher units shall be maintained within all hangars, on Apron areas, at Fuel storage facilities, and on all ground handling and Refueling Vehicles

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

### **3.8. Personnel**

3.8.1. Personnel, while on duty, shall be clean, neat in appearance, courteous, and at all times, properly uniformed.

3.8.2. FBO shall have a properly trained and qualified Employee to provide Aircraft Fueling, Parking, and ground services and support.

### **3.9. Hours of Activity**

3.9.1. Aircraft Fueling and passenger, crew, and Aircraft ground handling services, support, and amenities shall be continuously offered and available to meet reasonable demands of the public for this Activity seven (7) days a week (excluding legal holidays) and to include at least nine (9) hours per day. Aircraft Fueling and passenger, crew, and Aircraft ground handling services, support, and amenities shall be available after hours, on-call, with response time not to exceed 60 minutes.

3.9.1.1 Manned hours of Aircraft Fueling and passenger, crew, and Aircraft ground handling services, support, and amenities shall be conducted by qualified line service personnel whom shall be on duty for a minimum of 8 hours a day Monday through Friday, and five (5) hours on Saturdays. This reduction in the required hours is dependent upon compliance with the provision in 3.9.1.2.

3.9.1.2 Remaining hours and after hours can be fulfilled by an operable credit card based, self-pay fueling system.

3.9.1.3 Manned versus non-manned hours of Aircraft Fueling and passenger, crew, and Aircraft ground handling services, support, and amenities may be adjusted by operator upon written request and Board approval to meet seasonal lulls and surges.

3.9.2. Aircraft Maintenance shall be continuously offered and available to meet reasonable demand of the public for this Activity five days a week, eight hours a day. Aircraft Maintenance shall be available after hours, on-call, with response time not to exceed 90 minutes. Additional Aircraft Maintenance requirements shall comply with Section 4.

3.9.3 Flight Instruction shall be offered per the requirements set forth in Section 6 as Type A or Type B.

Adopted September 8th, 2008

**3.10. Insurance**

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

## **4. AIRCRAFT MAINTENANCE OPERATOR (SASO)**

### **4.1. Introduction**

4.1.1. An Aircraft Maintenance Operator is a Commercial Operator engaged in providing Aircraft Maintenance (as defined in 14 CFR Part 43) for Aircraft other than those owned, leased, and/or operated by (and under the full and exclusive control of) the Operator, which includes the sale of Aircraft parts and accessories.

4.1.1.1 Each Aircraft Maintenance Operator shall be established as one of the following Types of Operations

4.1.1.1.1 Type A – FAA certificated Repair Station under 14 CFR Part 145

4.1.1.1.2 Type B – FAA certified Aircraft Maintenance facility under 14 CFR Part 43

4.1.1.1.3 Type C – FAA certified Aircraft Maintenance facility under 14 CFR Part 43

4.1.2. In addition to the General Requirements set forth in Section 2, each Aircraft Maintenance Operator at the Airport shall comply with the following minimum standards set forth in this Section 4.

4.1.3. FBO's shall comply with the minimum standards set forth in Section 3 associated with Aircraft Maintenance.

4.1.4. Experimental category Aircraft are exempted from FAR 43 and 145 requirements.

### **4.2. Leased Premises**

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

4.2.1.1. Contiguous Land – (10,000 SF), upon which all required Improvements including Apron, temporary aircraft parking, facilities, and Vehicle Parking shall be located.

4.2.1.2. Facilities (3,500 SF) shall include customer, administrative, maintenance, and hangar areas.

4.2.1.2.1. Customer area shall include adequate space for customer lounge, public use telephone, and restrooms. Not applicable for Type B Operators.

4.2.1.2.2. Administrative area shall include adequate and dedicated space for employee offices, work areas, and storage.

4.2.1.2.3. Maintenance area shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts and equipment.

4.2.1.2.4. Hangar area shall be at least for the Type of Aircraft Maintenance being provided (as identified above) or large enough to accommodate the largest Aircraft undergoing Aircraft Maintenance (other than Preventative Aircraft Maintenance), whichever is greater.

### **4.3. Licenses and Certification**

4.3.1. An Operator conducting (Type A) Maintenance shall be properly certificated as an FAA Repair Station under 14 CFR Part 145.

4.3.2. An Operator conducting (Type B) Maintenance shall be properly certified as an FAA A&P with IA under 14 CFR Part 43.

4.3.3. An Operator conducting (Type C) Maintenance (Independent Operator) shall be properly certified as an FAA A&P under 14 CFR Part 43.

4.3.3.1. Maintenance of specialized nature, not otherwise available at the Huntingburg Airport or if maintenance is not available within a reasonable timeframe (one month for routine maintenance or one week for maintenance due to breakage).

4.3.3.2. Maintenance of specialized nature, can be performed as part of or as a complete procedure.

4.3.4. All Operators' personnel shall be properly certificated, if applicable, by the FAA, current, and hold the appropriate ratings and medical certification for the work being performed.

#### **4.4. Personnel**

4.4.1. Operator shall provide a sufficient number of personnel to adequately and safely carry out Aircraft Maintenance in a courteous, prompt, and efficient manner and meet the reasonable demands of the public for this Activity.

4.4.1.1. An Operator conducting Aircraft Maintenance shall employ one Airframe and Powerplant Mechanic, whom may fulfill the responsibilities of a customer service representative.

4.4.1.2. An Operator conducting 100 hour and annual inspections shall employ an Airframe and Powerplant Mechanic certified as an IA (Inspection Authority).

#### **4.5. Equipment**

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

4.5.2. Equipment requirements include tugs, tow bars, jacks, dollies, and other equipment, supplies, and parts required to perform the Activity.

#### **4.6. Hours of Activity**

4.6.1. Operator (Type A – Repair Station FAR 145) shall be open and services shall be available to meet reasonable demands of the public for this Activity, at least five days a week, eight hours a day, with public posting of hours of operation.

4.6.2. Operator (Type B – FAR 43) shall be open and services shall be available to meet reasonable demands of the public for this Activity, with public posting of hours of operation.

4.6.2.1. FBO Operator (Section 3.2.2.3.) under Type B, shall be open and services shall be available to meet reasonable demands of the public for this Activity, at least five days a week, eight hours a day, with public posting of hours of operation.

4.6.3. Operator (Type C – FAR 43) shall notify the Airport Manager regarding the planned hours to be performing Maintenance on the Airport, through the Airport Business Permit Application.

#### **4.7. Insurance**

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

## **5. AVIONICS, INSTRUMENT OR PROPELLER MAINTENANCE OPERATOR (SASO)**

### **5.1. Introduction**

5.1.1. An Avionics, Instrument or Propeller Maintenance Operator is a Commercial Operator engaged in the business of maintenance or alteration of one or more of the items described in 14 CFR Part 43, Appendix A (i.e., Aircraft radios, propellers, electrical systems, or instruments).

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

### **5.2. Leased Premises**

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

5.2.1.1. Contiguous Land – (5,000 SF), upon which all required Improvements including Apron, facilities, and Vehicle Parking shall be located.

5.2.1.2. Facilities (2,000 SF) shall include customer, administrative, maintenance, and hangar (if required) areas.

5.2.1.2.1. Administrative area shall include adequate and dedicated space for employee offices, work areas, and storage.

5.2.1.2.2. Maintenance area shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts and equipment.

5.2.1.2.3. Hangar area shall be at least equal to the square footage (SF) stipulated for the type of service being provided (as identified above) or large enough to accommodate the largest Aircraft undergoing avionics or instruments, and/or removal and replacement services, whichever is greater.

### **5.3. Licenses and Certifications**

5.3.1. Operator shall be properly certificated by the FAA as a Repair Station and/or by the Federal Communications Commission (FCC).

5.3.2. Personnel shall be properly certificated by the FAA and/or FCC, current, and hold the appropriate ratings and medical certification for the work being performed.

### **5.4. Personnel**

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

5.4.1.1. Operator shall employ one technician, whom may fulfill the responsibilities of the customer service representative.

### **5.5. Equipment**

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

### **5.6. Hours of Activity**

5.6.1. Operator shall be open and services shall be available to meet the reasonable

Adopted September 8th, 2008

demands of the public for this Activity five days a week, eight hours a day, unless hours are approved by the Board through written request or Airport Business Permit Application.

**5.7. Insurance**

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



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

### **6.1. Introduction**

- 6.1.1. An Aircraft Rental Operator is a Commercial Operator engaged in the rental of Aircraft.
- 6.1.2. A Flight Training Operator is a Commercial Operator engaged in providing flight instruction.
  - 6.1.2.1. A Flight Training Operator can operate as one of the following three Types:
    - 6.1.2.1.1. Type A – Full-time flight school
    - 6.1.2.1.2. Type B – Part-time flight school
    - 6.1.2.1.3. Type C – Independent Operator (must follow Section 10)
- 6.1.3. In addition to the General Requirements set forth in Section 2, each Aircraft Rental or Flight Training Operator at the Airport shall comply with the following minimum standards set forth in this Section 6.

### **6.2. Leased Premises**

- 6.2.1. Operator engaging in this Activity shall have adequate land (see Section 2.5.1), Apron/Paved Tiedown (see Section 2.5.2), facilities, and Vehicle Parking (see Section 2.5.3) to accommodate all Activities of the Operator, but not less than the following:
  - 6.2.1.1. Contiguous Land – (10,000 SF) upon which all required Improvements including Apron, facilities, and Vehicle Parking shall be located for Type A Operators.
    - 6.2.1.1.1. Contiguous Land requirement is (5,000 SF) for Type B Operators.
  - 6.2.1.2. Apron/Paved Tiedown shall be adequate to accommodate an Aircraft.
    - 6.2.1.2.1. If Operator utilizes a hangar for the full-time storage of Operator's entire fleet at the Airport, Paved Tiedowns are not required unless temporary Apron/Paved Tiedown storage (i.e., daytime) is required.
  - 6.2.1.3. Facilities (800 SF) shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned, leased, and/or operated by (and under the full and exclusive control of) Operator. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the minimum standards for an Aircraft Maintenance Operator.
    - 6.2.1.3.1. Customer area shall include adequate space for customer lounge, class/training rooms, public use telephone, and restrooms for Type A Operators.
      - 6.2.1.3.1.1. Type C Operators shall include office room and training aids for quality training, which could include space leased from a resident FBO or the Airport.
    - 6.2.1.3.2. Administrative area shall include adequate and dedicated space for employee offices, work areas, and storage.
    - 6.2.1.3.3. Hangar area (2,000 SF), if required, shall be large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator, whichever is greater. Both Type A and B operators' must have hangar space for flight training and/or rental aircraft.
    - 6.2.1.3.4. Maintenance area, if required, shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts and equipment.

### **6.3. Licenses and Certifications**

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

#### **6.4. Personnel**

6.4.1. Operator shall provide a sufficient number of personnel to adequately and safely carry out Aircraft rental and/or Flight Training in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public/members seeking such services.

6.4.1.1. Aircraft Rental Operators shall employ one flight instructor, whom may fulfill the responsibilities of the customer service representative.

6.4.1.2. Flight Training Operators shall employ one flight instructor, whom may fulfill the responsibilities of the customer service representative. In addition, Flight Training Operators shall have available ground school instruction sufficient to enable student to pass the FAA written examinations for private pilot.

#### **6.5. Equipment**

6.5.1. Operator shall have available for rental or use in Flight Training, either owned by or under written lease to Operator and under the full and exclusive control of Operator, one properly certified and currently airworthy Aircraft equipped for and fully capable of flight under instrument conditions.

6.5.2. Flight Training Operators shall provide, at a minimum, adequate mock-ups, pictures, videotapes, or other training aids necessary to provide proper and effective ground school instruction.

#### **6.6. Hours of Activity**

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

6.6.1.1. Flight Training Operator Type A, shall be open, at least five days a week, eight hours a day, with public posting of hours of operation.

6.6.1.2. Flight Training Operator Type B, shall be open and services shall be available to meet the reasonable demands of the public for this Activity, with public posting of hours of operation.

6.6.1.3. Flight Training Operator Type C, shall notify the Airport Manager regarding the planned hours to be performing Flight Training on the Airport, through the Airport Business Permit Application.

#### **6.7. Insurance**

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

6.7.2. Disclosure Requirement: Any Operator conducting Aircraft rental, sales, or Flight Training shall post a notice and incorporate within the rental and instruction agreements the coverage and limits provided to the renter or student by Operator, as well as a statement advising that additional coverage is available to such renter or student through the purchase of an individual non-ownership liability policy. Operator shall provide a copy of such notice to the Airport Manager.

## **7. FLYING CLUB OPERATORS**

### **7.1. Introduction**

- 7.1.1. A Private Flying Club is an entity that has restricted membership.
  - 7.1.1.1. Each Private Flying Club shall own at least one (1) serviceable aircraft, and each member must have an ownership interest in the Private Flying Club.
  - 7.1.1.2. Private Flying Club shall keep on file and available for review by the Airport Manager, a complete membership list and investment (ownership) share held by each member including a record of all members (past and present) with full names, addresses, email addresses and the date the membership began and ended.
- 7.1.2. Private Flying Club shall file and keep current with the Airport Manager:
  - 7.1.2.1. Copies of bylaws, articles of incorporation, operating rules, membership agreements, and the location and address of the club's registered office.
  - 7.1.2.2. Roster of all officers and directors including home and business addresses, phone numbers and email addresses.
  - 7.1.2.3. Designee responsible for compliance with these Minimum Standards and other Regulatory Measures.
- 7.1.3. Private Flying Clubs shall not be required to meet the minimum standards (including the associated general requirements in Section 2.0) stipulated for Aircraft Rental or Flight Training Operators so long as the Private Flying Club's membership is restricted.
- 7.1.4. Private Flying Club Aircraft shall not be used by other than members (owners).
- 7.1.5. No member (owner) shall use Private Flying Club Aircraft for flight instruction of nonmembers.
- 7.1.6. Applicable FAA Advisory Circular (AC) AC 00-25 "Forming and Operating a Flying Club" dated May of 1969.

### **7.2. Leased Premises**

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

### **7.3. Licenses and Certifications**

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

### **7.4. Personnel**

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

### **7.5. Insurance**

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

## **8. AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (SASO)**

### **8.1. Introduction**

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

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

8.1.3. In addition to the General Requirements set forth in Section 2, each Aircraft Charter Operator and Aircraft Management Operator at the Airport shall comply with the following minimum standards set forth in this Section 8.

### **8.2. Leased Premises**

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

8.2.1.1. Contiguous Land – (10,000 SF) upon which all required Improvements including Apron, facilities, and Vehicle Parking shall be located.

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

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

8.2.1.3. Facilities (800 SF) shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned, leased, and/or operated by (and under the full and exclusive control of) Operator. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the minimum standards for an Aircraft Maintenance Operator.

8.2.1.3.1. Customer area shall include adequate space for customer lounge, public use telephone, and restrooms.

8.2.1.3.2. Administrative area shall include adequate and dedicated space for employee offices, work areas, and storage.

8.2.1.3.3. Hangar area, if required, shall be at least large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator, whichever is greater.

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

### **8.3. Licenses and Certifications**

8.3.1. Aircraft Charter Operators shall have and provide copies to the Airport Manager of all appropriate certifications and approvals, including without limitation, the Pre-application Statement of Intent (FAA Form 8400-6), the Registrations and Amendments under Part 298 (OST Form 4507), and/or FAA issued operating certificate(s).

8.3.2. Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings in the Aircraft utilized and medical certifications for Activity.

**8.4. Personnel**

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

8.4.1.1. Operator shall employ a chief pilot (Aircraft Charter Operator only), whom may fulfill the responsibilities of the customer service representative.

**8.5. Equipment**

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

**8.6. Hours of Activity**

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

**8.7. Insurance**

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

## **9. AIRCRAFT SALES OPERATOR (SASO)**

### **9.1. Introduction**

9.1.1. An Aircraft Sales Operator is a Commercial Operator engaged in the sale of one or more new and/or used Aircraft during a 12-month period.

9.1.2. In addition to the General Requirements set forth in Section 2, each Aircraft Sales Operator at the Airport shall comply with the following minimum standards set forth in this Section 8.

### **9.2. Leased Premises**

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

9.2.1.1. Contiguous Land – (10,000 SF) upon which all required Improvements including Apron, facilities, and Vehicle Parking shall be located.

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

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

9.2.1.3. Facilities (800 SF) shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned, leased, and/or operated by (and under the full and exclusive control of) Operator. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the minimum standards for an Aircraft Maintenance Operator.

9.2.1.3.1. Customer area shall include adequate space for customer lounge, public use telephone, and restrooms.

9.2.1.3.2. Administrative area shall include adequate and dedicated space for employee offices, work areas, and storage.

9.2.1.3.3. Hangar area, if required, shall be large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator, whichever is greater.

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

### **9.3. Dealership**

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

### **9.4. Licenses and Certifications**

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

### **9.5. Personnel**

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

9.5.1.1. Operator shall employ one current commercial pilot.

Adopted September 8th, 2008

**9.6. *Equipment***

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

**9.7. *Hours of Activity***

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

**9.8. *Insurance***

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

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

### **10.1. Introduction**

10.1.1. A Specialized Commercial Aeronautical Operator is a Commercial Operator engaged in providing limited aircraft services and support (see Section 10.1.1.1), miscellaneous commercial services and support (see Section 10.1.1.2), or air transportation services for hire (see Section 10.1.1.3).

10.1.1.1. Limited Aircraft Services and Support - are defined as limited Aircraft, engine, or accessory support (for example, washing, cleaning, painting, upholstery, etc.) or other miscellaneous Activities directly related to Aircraft services and support.

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

10.1.1.3. Air Transportation Services for Hire - are defined as non-stop sightseeing flights (flights that begin and end at the Airport and are conducted within 25 statute mile radius of the Airport); flights for aerial photography or survey, crop applicators/dusters, fire fighting or patrol, power line, underground cable, or pipe line patrol; banner towing and aerial advertising; or any other miscellaneous Activities directly related to air transportation services for hire excluded from 14 CFR Part 135 (e.g., helicopter operations in construction or repair work).

10.1.2. In addition to the General Requirements set forth in Section 2, each Specialized Commercial Aeronautical Operator at the Airport shall comply with the following minimum standards set forth in this Section 9.

### **10.2. Leased Premises**

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

10.2.1.1. Contiguous Land – (5,000 SF) upon which all required Improvements including Apron, facilities, and Vehicle Parking shall be located.

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

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

10.2.1.3. Facilities (800 SF) shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned, leased, and/or operated by (and under the full and exclusive control of) Operator. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the minimum standards for an Aircraft Maintenance Operator.

10.2.1.3.1. Customer area shall include adequate space for customer lounge, public use telephone, and restrooms.

10.2.1.3.2. Administrative area shall be sufficient to accommodate the administrative functions associated with the Activity, whichever is greater, and shall include adequate and dedicated space for employee offices, work areas, and storage.

10.2.1.3.3. Hangar area, if required, shall large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator, whichever is greater.

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



**10.3. Licenses and Certifications**

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

**10.4. Personnel**

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

**10.5. Equipment**

10.5.1. Operator shall have (based at the Airport), either owned or under written lease to (and under the full and exclusive control of) Operator, sufficient Vehicles, Equipment, and, if appropriate, one continuously airworthy Aircraft.

10.5.2. Operator shall have sufficient supplies and parts available to support the Activity.

**10.6. Hours of Activity**

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

**10.7. Insurance**

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

## **11. TEMPORARY SPECIALIZED AERONAUTICAL SERVICE OPERATOR (SASO)**

### **11.1. Introduction**

11.1.1. The Airport recognizes that Aircraft Operators using the Airport may require specialized assistance with the maintenance of their Aircraft and/or Flight Training of their pilots. When assistance is not available on the Airport through an existing Operator due to the specialized nature of the maintenance and/or Flight Training requirements, the Airport Manager may allow an Aircraft Operator to solicit and utilize the services of a qualified entity to provide said services.

11.1.2. In addition to the General Requirements set forth in Section 2, each Temporary Specialized Commercial Aeronautical Operator at the Airport shall comply with the following minimum standards set forth in this Section 11.

### **11.2. Scope of Activity**

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

### **11.3. Permit**

11.3.1. Aircraft Operator must submit written request, through Airport Business Permit application, to the Airport Manager on behalf of Temporary Specialized Aeronautical Service Operator (Operator) or Independent Operator.

11.3.2. Operator shall obtain a thirty (30)-day temporary permit (issued by the Airport Manager) prior to engaging in Activity on the Airport.

11.3.2.1. Renewal shall be subject to the Operator's compliance with all terms of the temporary permit and the Board's permission

11.3.3. Operator shall comply with all requirements for the permitted Activities and limit service provided to those strictly stated on the temporary permit.

11.3.4. Aircraft Operators requiring after-hour or weekend service by a Temporary Specialized Aviation Service Operator must notify the Airport Manager prior to Operator engaging in Activities on the Airport.

11.3.4.1. Aircraft Operator is responsible for assuring compliance of all Regulatory Measures by the Temporary Specialized Aviation Service Operator while on the Airport.

### **11.4. Licenses and Certifications**

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

### **11.5. Insurance**

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

## **12. AIRCRAFT STORAGE OPERATOR (SASO)**

### **12.1. Introduction**

12.1.1. An Aircraft Storage Operator is a Commercial Operator that develops, owns, and/or leases facilities for the purpose of selling or Subleasing (to the general public) Aircraft storage facilities and/or associated office or shop space to entities engaging in Commercial or Non-Commercial Aeronautical Activities.

12.1.2. In addition to the General Requirements set forth in Section 2, each Commercial Aircraft Storage Operator at the Airport shall comply with the following minimum standards set forth in this Section 12.

### **12.2. Scope of Activity**

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

### **12.3. Leased Premises**

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

12.3.1.1. Contiguous Land – (5,000 SF) all required Improvements including Apron, facilities, and Vehicle Parking shall be located on Contiguous Land.

12.3.1.2. The development of hangar(s) shall be limited to the following types of hangar structures:

12.3.1.2.1. Hangar – a single structure of not less than (2,500 SF), completely enclosed.

12.3.1.2.2. Hangars – a single structure of not less than (5,000 SF), subdivided and configured (although each unit shall not be less than (1,250 SF)) to accommodate individual bays for the storage of Aircraft.

### **12.4. Hours of Activity**

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

### **12.5. Insurance**

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

## **13. NON-COMMERCIAL HANGAR OPERATOR**

### **13.1. Introduction**

13.1.1. A Non-Commercial Hangar Operator is an entity that develops, constructs, and/or owns one or more hangar structures for the primary purpose of storing Aircraft used for Non-Commercial purposes only.

13.1.2. In addition to the General Requirements set forth in Section 2, each Non-Commercial Hangar Operator at the Airport shall comply with the following Minimum Standards set forth in this Section 13.

### **13.2. Scope of Activity**

13.2.1. Operator shall use the Leased Premises for Aircraft owned or leased by (and under the full and exclusive control of) Operator for Non-Commercial purposes.

13.2.1.1. Operator shall provide the Airport Manager with a copy of the Aircraft lease.

13.2.1.2. The Airport Manager will determine if an Aircraft lease is commercially reasonable.

13.2.2. No Commercial Activity of any kind shall be permitted on or from the Leased Premises.

13.2.3. Operator shall not be permitted to Sublease any land or Improvements on the Leased Premises for any purpose.

### **13.3. Leased Premises**

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

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

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

13.3.1.2.1. Hangar – a single structure of not less than (2,500 SF), completely enclosed.

13.3.1.2.2. Hangars – a single structure of not less than (5,000 SF), sub-divided and configured (although each unit shall not be less than (1,250 SF)) to accommodate individual bays for the storage of Private Aircraft.

### **13.4. Ownership Structure**

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

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

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

13.4.1.3. The Association may not utilize nor cause the Leased Premises to be utilized for

speculative development of either the Leased Premises or the Improvements located thereupon.

13.4.1.4. Each member/shareholder of the Association shall be responsible and jointly and severally liable with all other members/shareholder for the Association's compliance with these Minimum Standards, and each member/shareholder of the Association shall, upon written request, provide appropriate written confirmation of membership status or share ownership. All Association members/shareholders declared to the Airport Manager in accordance with paragraph 12.4.1.2 hereof shall remain jointly and severally liable to the Board for the Association's compliance with these Minimum Standards, regardless of whether the membership or ownership of the Association changes, unless a release of the liability of a former Association member is approved in writing by the Board.

### **13.5. Insurance**

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

## **14. NON-COMMERCIAL SELF-FUELING PERMITTEE**

### **14.1. Introduction**

14.1.1. All entities desirous of self-fueling shall be accorded a reasonable opportunity, without unlawful discrimination, to qualify and receive a Non-Commercial Self-Fueling Permit.

14.1.1.1. Those entities that have Agreements granting them the rights to perform commercial Fueling (e.g., FBO) are not required to apply for a Non-Commercial Self-Fueling Permit.

14.1.2. This Section 14 sets forth the standards prerequisite to an entity desirous of engaging in Non-Commercial self-fueling at the Airport. Any entity engaging in such activities shall also be required to comply with all applicable Regulatory Measures pertaining to such activities.

14.1.3. In addition to the applicable General Requirements set forth in Section 2, each entity conducting Non-Commercial self-fueling activities at the Airport shall comply with the following minimum standards set forth in this Section 14.

### **14.2. Permit/Approval**

14.2.1. No entity shall engage in self-fueling activities unless a valid Non-Commercial Self-Fueling Permit authorizing such activity has been obtained from the Board. Such entities shall herein be referred to as "Permittees".

14.2.2. The Permit shall not reduce or limit Permittee's obligations with respect to these Self-Fueling standards, which shall be included in the Permit by reference.

14.2.3. Prior to issuance and subsequently upon request by the Airport Manager, Permittee shall provide evidence of ownership or lease of any Aircraft being operated (under the full and exclusive control of) and Fueled by Permittee.

14.2.4. Permittee shall provide evidence of ownership or lease of Equipment and trained Permittee' Employees for purposes of engaging in self-fueling activities.

14.2.5. Permittee shall agree to pay current Fuel Flowage Fee (FFF) of \$.12/gallon as further outlined in Section 14.3.

### **14.3. Reporting**

14.3.1. Permittee shall report all Fuel delivered to the Permittee's Aircraft during each calendar month and submit a summary report along with appropriate fees and charges due the Board on or before the 10th day of the subsequent month.

14.3.2. Permittee shall during the term of the Permit and for three (3) years thereafter maintain records identifying the total number of aviation Fuel gallons delivered. Records (and meters) shall be made available for audit to the Airport Manager. In the case of a discrepancy, Permittee shall promptly pay, in cash, all additional rates, fees, and charges due the Board, plus annual interest on the unpaid balance at the lesser of 18% or the maximum rate allowable by law from the date originally due.

### **14.4. Fuel Storage**

14.4.1. Permittee shall arrange and demonstrate that satisfactory arrangements have been made for the storage of Fuel, as follows:

14.4.1.1. through either an authorized FBO at the Airport,

14.4.1.2. through the development of a fuel storage facility in a Board designated area.

14.4.1.2.1. Fuel storage facility shall be at a minimum of 10,000 gallons above ground tank, for each grade of fuel.

14.4.2. Permittee shall be liable and indemnify the Airport and Board for all leaks, spills, or other damage that may result through the handling and dispensing of Fuel.

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

### **14.5. Fueling Equipment**

14.5.1. Permittee shall be limited to a single Refueling Vehicle for each type of Fuel to be dispensed with a minimum capacity of 500 gallons. Avgas Refueling Vehicles may have a maximum capacity of 1,200 gallons and Jet Refueling Vehicles may have a maximum capacity of 3,000 gallons.

14.5.2. Each Refueling Vehicle, with the written permission of the Airport Manager, shall have the tail number of the Permittee's Aircraft prominently displayed in 12" characters.

14.5.3. Each Refueling Vehicle shall be equipped and maintained to comply at all times with all applicable safety and fire prevention requirements, standards, and Regulatory Measures including without limitation, those prescribed by:

14.5.3.1. State of Indiana Fire Code and local fire district;

14.5.3.2. National Fire Protection Association (NFPA) Codes;

14.5.3.3. Indiana Department of Environmental Management;

14.5.3.4. 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials".

14.5.3.5. Applicable FAA Advisory Circulars (AC) including AC 00-34 "Aircraft Ground Handling and Servicing" and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on an Airport".

14.5.4. Prior to transporting Fuel onto the Airport, the Permittee shall provide the Airport Manager with a Spill Prevention Contingency and Control Plan (SPCC) that meets regulatory requirements. An updated copy of such SPCC Plan shall be filed with the Airport Manager at least 10 business days prior to actual implementation. Such plan shall describe, in detail, those methods that shall be used by the Permittee to clean up any potentially hazardous Fuel spills. The plan should include Equipment to be used, emergency contact personnel and their telephone numbers, and all other details as to how the Permittee would contain such a spill. This plan should also describe, in detail, what methods the Permittee intends to use to prevent any such spill from occurring.

14.5.5. In accordance with all applicable Regulatory Measures and appropriate industry practices, the Permittee shall develop and maintain Standard Operating Procedures (SOP) for Fueling and shall ensure compliance with standards set forth in FAA Advisory Circular 00-34A, entitled "Aircraft Ground Handling and Servicing". The SOP shall include a training plan, Fuel quality assurance procedures, record keeping, and emergency response procedures for Fuel spills and fires. The SOP shall also address the following: (1) bonding and fire protection, (2) public protection, (3) control of access to Refueling Vehicle storage areas, and (4) marking and labeling of Refueling Vehicles. The SOP shall be submitted to the Airport Manager no later than 10 business days before the Permittee commences self-fueling at the Airport and annually thereafter.

### **14.6. Limitations**

14.6.1. Permittees shall not sell and/or dispense Fuels to Based Aircraft or Transient Aircraft that are not owned, leased, and/or operated by (and under the full and exclusive control of) Permittee. Any such selling or dispensing shall be grounds for immediate revocation of the Permit by the Airport Manager.

14.6.1.1. Revocation upon first violation will be for a period of one year.

14.6.1.2. Revocation upon a second violation shall be permanent.

Adopted September 8th, 2008

**14.7. Insurance**

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



## **15. COMMERCIAL OPERATING PERMIT**

### **15.1. Application**

15.1.1. Any entity desiring to engage in a Commercial Aeronautical Activity at the Airport shall submit a written application of the Airport Business Permit to the Airport Manager for a Commercial Operating Permit (Permit).

15.1.2. The prospective Operator shall submit all of the information requested on the application form and thereafter shall submit any additional information that may be required or requested by the Airport Manager or the Board in order to properly evaluate the application and facilitate an analysis of the prospective operation including, but not limited to, verifiable history of experience, financial statements, reference, etc.

15.1.3. No application will be deemed complete that does not provide the Airport Manager with the information necessary to allow a meaningful assessment of Applicant's prospective operation and determine whether or not the prospective operation will comply with all applicable Regulatory Measures and be compatible with the Airport's Master Plan, Airport Layout Plan, or Land Use Plan (if any).

15.1.4. After the Board approves the application a Permit will be issued.

### **15.2. Permit**

#### **15.2.1. Commercial Aeronautical Activities**

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

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

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

15.2.1.3. The Permit and application shall be appended to the Agreement and become a material part thereof. The breach of any portion of the Permit by Operator, including the application incorporated by reference thereto, shall be deemed a material breach of any associated Agreement allowing the Board the option to terminate Permit and Agreement.

#### **15.2.2. Temporary or Special Use Permit**

15.2.2.1. The Airport Manager may issue a temporary or special use Permit that allows an entity to engage in specific Activities, in designated areas, and only for a specified period of time, not to exceed two months.

15.2.2.2. The Permit will be valid only during the time period specified and only as long as the Operator complies with all applicable Regulatory Measures.

15.2.2.3. The Permit may not be assigned or transferred and shall be limited solely to the approved Activity, the designated area, and the specified time period.

### **15.3. Existing Operator with an Existing Agreement**

#### **15.3.1. No Change in Scope of Activities**

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

#### **15.3.2. Change in Scope of Activities**

15.3.2.1. Prior to engaging in any Activity not permitted under the Agreement or changing or expanding the scope of the Activities permitted under the Agreement, the

Adopted September 8th, 2008

Operator shall submit an application and obtain a Permit prior to engaging in the Activity.

**15.4. Non-Commercial Operators**

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

**16. ATTACHMENT A (MINIMUM INSURANCE REQUIREMENTS)**

ATTACHMENT A  
(MINIMUM INSURANCE REQUIREMENTS - SEE FOLLOWING PAGE(S))

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

Adopted September 8th, 2008

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Adopted September 8th, 2008

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

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

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

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

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

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

**SE** = Single engine aircraft.

**ME** = Multi engine aircraft

All Insurance Policies should name the Dubois County Airport Authority/Huntingburg Airport as "additional insured" and the Authority should receive a certificate of Insurance from the Insurance carrier on the annual basis.

**17. ATTACHMENT B (AIRPORT BUSINESS PERMIT APPLICATION)**

**AIRPORT BUSINESS PERMIT APPLICATION  
Huntingburg Airport  
Dubois County Airport Authority**

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

Doing Business As (dba):  
\_\_\_\_\_

Address:  
\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Information to be Provided:

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

**A. General statement and character of proposed operations:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Site:**

---

**Hangar/Building:**

---

**Ramp:**

---

**Office:**

---

**C. Estimated business volume (if applicable):**

---

---

---

**D. Proposed date of commencement of business:**

---

**E. Number of employees/new jobs created:**

---

---

**F. Anticipated salary ranges of employees:**

---

**G. Proposed hours of operation:**

---

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

---

---

---

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

---

---

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

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---



**K. Is the Dubois County Airport Authority named as an additional insured?**

YES \_\_\_\_\_ NO \_\_\_\_\_

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

- Individual
- Partnership
- Corporation

**Name:** \_\_\_\_\_

**Principal office address:** \_\_\_\_\_

**Official representative:** \_\_\_\_\_

**Responsible party or principals & ownership percentage:**

\_\_\_\_\_ (%) phone: \_\_\_\_\_

\_\_\_\_\_ (%) phone: \_\_\_\_\_

\_\_\_\_\_ (%) phone: \_\_\_\_\_

(Use additional sheet if necessary to completely answer)

**If a corporation:**

**When incorporated:** \_\_\_\_\_

**In what state:** \_\_\_\_\_

**President's name:** \_\_\_\_\_

**Vice President's name:** \_\_\_\_\_

**Treasurer's name:** \_\_\_\_\_

**Secretary's name:** \_\_\_\_\_

**If a partnership:**

**Date of organization:** \_\_\_\_\_

**General or limited partnership:** \_\_\_\_\_

Agreement recorded: \_\_\_\_\_  
(County, State, and Date)

Partner Name	Address
_____	_____
_____	_____
_____	_____

3. **What is your previous experience in these activities?**

A \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. **Years of experience?**

\_\_\_\_\_  
\_\_\_\_\_

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

Type of operation Date	Name	Location
_____	_____	_____
_____	_____	_____

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

In any one year?	In most recent year?
\$ _____	\$ _____
_____	_____
Location	Location

**E. Names and qualifications of key personnel:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**4. References:**

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

<b>Operation</b>	<b>Landlord</b>	<b>Address</b>	<b>Phone</b>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

\_\_\_\_\_

\_\_\_\_\_

**B. Banks:**

<b>Bank Name</b>	<b>Address</b>	<b>Phone</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

**A. Balance Sheet**

**Date:** As of \_\_\_\_\_

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

<b>G. Other assets</b>		\$ _____
_____		_____
_____		_____
_____		_____
	<b>Total Assets</b>	_____

**Liabilities**

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Adopted September 8th, 2008

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

**Realtor/Broker firm:** \_\_\_\_\_

**Name of representative:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone/fax:** \_\_\_\_\_

**Proposed Monthly Lease:**

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

**Proposed Volume Payment (volume of business, flight operations):**

% \_\_\_\_\_ / per gross receipts x quarterly to be received by Airport  
(i.e. – 2%, 3%)

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

Signature: \_\_\_\_\_

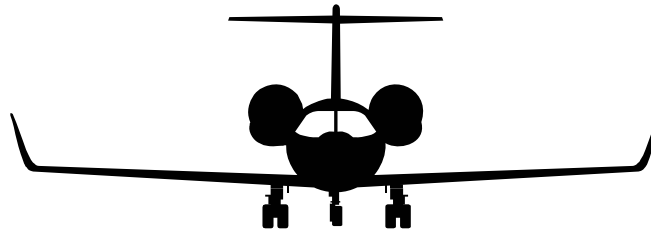
Date: \_\_\_\_\_

Adopted September 8th, 2008

**18. ATTACHMENT C (COMMERICAL OPERATING PERMIT)**

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

Dubois County Airport Authority  
**HUNTINGBURG AIRPORT**



***COMMERCIAL OPERATOR PERMIT***

**\*Issued:** \_\_\_\_\_

**Applicant(s):** \_\_\_\_\_

**Business Name:** \_\_\_\_\_

**Approved:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Travis McQueen, Airport Manager

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

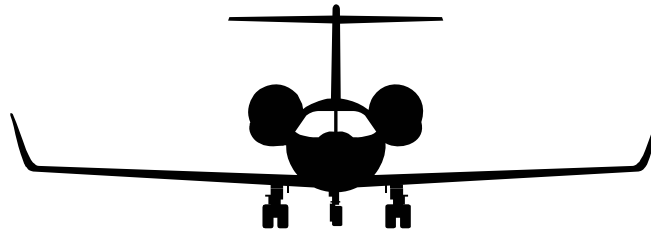


Adopted September 8th, 2008

**19. ATTACHMENT D (NON-COMMERICAL SELF-FUELING PERMIT and APPLICATION)**

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

Dubois County Airport Authority  
**HUNTINGBURG AIRPORT**



***NON-COMMERCIAL SELF-FUELING  
PERMIT***

**\*Issued:** \_\_\_\_\_

**Applicant(s):** \_\_\_\_\_

\_\_\_\_\_

**Business Name:** \_\_\_\_\_

**Approved:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Travis McQueen, Airport Manager**

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

Adopted September 8th, 2008

**NON-COMMERICAL SELF-FUELING APPLICATION**  
**Huntingburg Airport**  
**Dubois County Airport Authority**

Authorized Applicant: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Applicant: \_\_\_\_\_

Hangar Address:

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**Huntingburg Airport Business Permit Requested** (Please check Category requested):

Aircraft to be Fueled: (List Type and N number: \_\_\_\_\_)

Type of Fueling System:      Transportable Tank: \_\_\_\_\_      Refueler: \_\_\_\_\_

Type of Fuel to be Dispensed:      JET A: \_\_\_\_\_      100 LL: \_\_\_\_\_

Location of Fueling System: \_\_\_\_\_

Temporary Aircraft Maintenance Operator: \_\_\_\_\_

Compensation to Airport: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Is the Dubois County Airport Authority named as an additional insured?**

YES \_\_\_\_\_ NO \_\_\_\_\_

**Please write the proposed operation and time duration:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Adopted September 8th, 2008

AIRPORT ADMINISTRATION ONLY:

Insurance Certificate:  Yes  No  
Spill Prevention Contingency and Control Plan (SPCC):  Yes  No  
Standing Operating Procedure/Quality Control Plan:  Yes  No  
Fire Marshall Inspection Conducted:  Yes  No  
Proof of Aircraft Ownership or copy of Lease:  Yes  No

Copy of:

1.) NFPA 407 Standards for Aircraft Fueling  Yes  No  
2.) FAA AC 150/5230-4 Aircraft Fueling Storage, Handling and Dispensing  Yes  No

Approved by:

\_\_\_\_\_  
Travis McQueen  
Airport Manager

\_\_\_\_\_  
Date signed

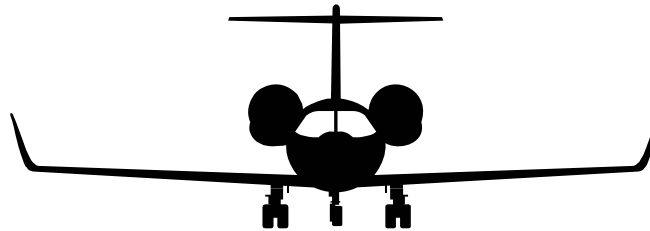
Return Original To: Attention: Airport Manager, 2495 W. 900 S., Huntingburg, IN 47542

Adopted September 8th, 2008

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

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

Dubois County Airport Authority  
**HUNTINGBURG AIRPORT**



***AIRPORT BUSINESS TEMPORARY***

**\*Issued:** \_\_\_\_\_

**Applicant:** \_\_\_\_\_

**Business Name:** \_\_\_\_\_

**Approved:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Travis McQueen, Airport Manager**

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

Adopted September 8th, 2008

**TEMPORARY AIRPORT BUSINESS PERMIT APPLICATION**  
**Huntingburg Airport**  
**Dubois County Airport Authority**

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

Doing Business As (dba):  
\_\_\_\_\_

Address:  
\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

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

**Huntingburg Airport Business Permit Requested** (Please check Category requested):

- Temporary Specialized Aviation Service Operator: \_\_\_\_\_
- Temporary Aircraft Rental or Flight Training Operator: \_\_\_\_\_
- Temporary Avionics, Instrument or Propeller Maintenance Operator: \_\_\_\_\_
- Temporary Aircraft Maintenance Operator: \_\_\_\_\_
- Compensation to Airport: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Is the Dubois County Airport Authority named as an additional insured?**

YES \_\_\_\_\_ NO \_\_\_\_\_

**Please write the proposed operation and time duration:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Adopted September 8th, 2008

All questions and comments should be directed to the Office of the Airport Manager:  
PO Box 293, Huntingburg, IN 47542 or 2495 West 900 South, Huntingburg, IN 47542  
Or Email: [airport@psci.net](mailto:airport@psci.net)