



LEE'S SUMMIT

M I S S O U R I

Rules and Standards

City of Lee's Summit

Kansas City – Lee's Summit Regional Airport

Kansas City – Lee's Summit Regional Airport

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SUBDIVISION I – Policies and Guidelines

SECTION A – DEFINITIONS

As used in these Rules and Standards, the following words and terms have the meanings indicated below, unless the context clearly requires otherwise:

- a. **Abandoned Aircraft and Abandoned Vehicle** is any Aircraft or vehicle left unattended and stationary on the Airport property in an inoperable condition or under such circumstances that evidence an intention by the owner or operator to voluntarily surrender, relinquish, or disclaim the Aircraft or vehicle.
- b. **Aeronautical Activity** is any activity which involves, makes possible, or is required for the operation of Aircraft, or which contributes to or is required for the safety of such operations. It includes, but is not limited to Air taxi and charter operations, pilot training, Aircraft rental and sightseeing, Aerial photography, Crop dusting. • Aerial advertising and surveying. • Aircraft sales and service. • Aircraft storage. • Sale of aviation petroleum products. See Federal Aviation Administration (FAA) Policy on the Non-Aeronautical Use of Airport Hangars (81 FR 38906) for additional information regarding the limitation of aircraft and aircraft part not in active status.
- c. **Agreement** means a written, legally enforceable contract between the City and any Person or Persons concerning access to and use of the Airport and includes, without limitation, Leases, Permits, and Licenses.
- d. **Air Charter and Air Taxi** means the Commercial Aeronautical Activity of providing air transportation of persons or property for hire on a charter basis or as an air taxi operator as defined and regulated by the FAA.
- e. **Aircraft** means any machine or contrivance now known or hereafter designated, invented, or used for navigation or flight in the air.
- f. **Aircraft Design Group** is a grouping of Aircraft based upon wingspan. The groups are as follows:
 1. Group I: Up to but not including 49 feet.
 2. Group II: 49 feet up to but not including 79 feet
 3. Group III: 79 feet up to but not including 118 feet
 4. Group IV: 118 feet up to but not including 171 feet
 5. Group V: 171 feet up to but not including 214 feet
 6. Group VI: 214 feet up to but not including 262 feet
- g. **Aircraft Management** means the Commercial Aeronautical Activity of providing Aircraft flight dispatch, flight crews, or aircraft maintenance coordination on behalf of an Aircraft Operator.
- h. **Aircraft Operator** means any person, firm, corporation, company, association, governmental body, or organization owning, leasing, controlling, or operating any Aircraft, or causing the operation thereof.
- i. **Aircraft Rental** means the Commercial Aeronautical Activity of renting or leasing Aircraft to the public for compensation.

- j. **Aircraft Restoration and Refurbishing** means the Commercial Aeronautical Activity of restoring, refurbishing, or repainting aircraft structures, propellers, accessories, interiors, exteriors, and components, after which the Aircraft will continue to operate. This category of activity excludes the demolition or salvage of Aircraft, after which Aircraft will not be air worthy or continue to operate.
- k. **Aircraft Sales** means the Commercial Aeronautical Activity of the sale of new or used Aircraft through brokerage, ownership, franchise, distributorship, or licensed dealership.
- l. **Airframe and Power Plant (A&P) Maintenance** means the Commercial Aeronautical Activity of providing airframe and power plant services, which includes the repair, maintenance, inspection, constructing, and making of modifications and alterations to Aircraft, Aircraft engines, propellers and appliances including the removal of engines for major overhaul as defined in 14 CFR Part 43, as currently in effect or as it may hereafter be amended.
- m. **Airport** means the Kansas City – Lee’s Summit Regional Airport (KLXT) and all of the area, buildings, facilities, and improvements within the interior boundaries of such Airport as it now exists or as it may hereafter be extended or enlarged and as depicted on a current airport layout plan approved by the FAA, together with certain easements and beacon sites used in connection herewith.
- n. **Airport Grant Assurances Obligations** required by the FAA that state the recipient shall maintain and operate Airport facilities safely and efficiently and in accordance with specified conditions.
- o. **Airport-Issued Identification** Media shall mean any credential, card, badge, or other media issued by the City for identification purposes at the Airport. This includes, but is not limited to, media signifying unescorted access to the air operations area, secured area, security identification display area, Sterile Area, or to any other area. Identification media does not include "visitor" media issued to individuals who must be under City approved escort on a limited-time or limited-use basis.
- p. **Airport Operations Area** or **AOA** means the area of the Airport identified in the Airport Security Program or other City Planning Document that includes the aircraft Movement Areas (i.e., runways, taxiways, and taxilanes), Aircraft parking areas, loading ramps, safety areas, hangars, and any adjacent areas that are not separated by adequate security systems, measures, or procedures. Those areas defined as Airport Operations Area under this definition shall not supersede any definitions contained in contractual agreements entered into with the City or defined in the Airport Security Program.
- q. **Airport Security Program** means the written plan concerning security at the Airport, containing the elements required by 49 C.F.R. Part 1542 and approved by the TSA.
- r. **AVGAS** means aviation gasoline, 100LL or equivalent, intended for use in piston Aircraft. See FAA Grant Assurance 40.
- s. **Avionics Instrument or Maintenance Operator** means the Commercial Aeronautical Activity of providing for the repair and service, or installation of Aircraft radios, instruments, and accessories. Such operation may include the sale of new or used Aircraft radios, instruments, and accessories.
- t. **City Manager** is the City Manager for the City or the City Manager’s designee. This term may refer to the City Manager, appointed by the City Council, or the individual appointed

by or under the authority of the City Manager to manage the normal and daily activities and provide continuity for long range planning and development of the Airport or such individual's designee. Any action requiring "City" action shall be deemed completed by the City Manager under the delegation of authority executed in the compliance with this definition.

- u. **Commercial Aeronautical Activity** means the sale, exchange, trading, buying, merchandising, hiring, marketing, promotion, or selling of commodities, goods, services, or products, or any revenue-producing activity made available to the public in connection with Aeronautical Activities.
- v. **Commercial Aeronautical Operator** or **Operator** means a Person conducting a Commercial Aeronautical Activity at the Airport pursuant to an Agreement.
- w. **Commercial Fueling** means the fueling or defueling of aircraft at the Airport for compensation. Compensation may be earned for the sale of Aircraft fuel, the storage of Aircraft fuel, the fuel dispensing service, and the defueling of Aircraft. Commercial Fueling includes Commercial Self-Service Fueling, but does not include self-fueling as defined in Subdivision II, Section C(VII).
- x. **Commercial Fueling** means the fueling or defueling of aircraft at the Airport for compensation. Compensation may be earned for the sale of Aircraft fuel, the storage of Aircraft fuel, the fuel dispensing service, and the defueling of Aircraft. Commercial Fueling includes Commercial Self-Service Fueling, but does not include self-fueling as defined in Subdivision II, Section C(VII).
- y. **Commercial Self-Service Fueling** means the fueling of Aircraft by an Aircraft owner, operator or employee at a fuel storage and dispensing facility provided by the City or FBO where a meter and credit card acceptance point-of-sale device is installed.
- z. **Common Use Areas** include aprons, taxilanes, taxiways, and runways. All aprons and taxilanes through leased areas shall be considered common use areas unless identified for exclusive use by the City.
- aa. **Consent or Approval of the City or the Airport or of City Manager.** Means a written document signed by the City Manager or by a person designated by the City Manager to sign any such document on his/her behalf.
- bb. **Entity** means a partnership, corporation, limited liability company, or other organization that has a legal and separately identifiable existence.
- cc. **Escort** means the visual surveillance of or physical escorting of Persons to and from the Airport Operations Area, Movement Area, or Safety Areas. This term shall apply to any movement within areas defined by physical boundaries regulated by codes or other physical security that limits general access.
- dd. **FAA** means the Federal Aviation Administration.
- ee. **FAR** means the Federal Aviation Regulations.
- ff. **Fixed Base Operator** or **FBO**¹ is Commercial Aeronautical Operator engaged in the sale and/or subleasing of products, services, and facilities to Aircraft Operators including, at a minimum, but not limited to the following activities at the Airport:
 - 1. Aviation Fuels and Lubricants (Jet Fuel, AVGAS, and Aircraft Lubricants)

¹ Until amended by action of the City Council, the City of Lee's Summit declares this activity a proprietary function that contributes to the self-sufficiency of the Airport.

2. Passenger, crew, and aircraft ground services, support, and amenities
3. Aircraft parking, tiedown, hangar, office, and shop.

- gg. **Flight Training** means the Commercial Aeronautical Activity of instructing pilots in dual and solo flight, in fixed or rotary wing Aircraft, and related ground school instruction as necessary to complete an FAA written pilot's examination and flight check ride for various categories of pilot's certificate and ratings. Flight Training includes any portion of a flight between two or more airports, take-offs and landings at the Airport, or other destinations where the primary purpose is to increase or maintain pilot or crew member proficiency. Flight Training also includes simulator training for pilot or crew proficiency.
- hh. **Flying Club** means a non-profit or not-for-profit Entity organized for the express purpose of providing its members with aircraft for personal use only.
- ii. **Fueler** means a FBO that is permitted to store, handle, and dispense fuel to the public at large or the Airport. At present, no FBO rights are bestowed on any operator. The City is retaining fueler status as a proprietary right.
- jj. **Ground Handler** means a Commercial Aeronautical Operator that provides ground handling services under an executed contract at the Airport with a carrier for whom they are providing ground handling services. Ground Handlers may be required to execute a ground handler agreement with the City to utilize the Tenant's Lease Premises.
- kk. **Ground Support Equipment Maintenance** means the Commercial Aeronautical Activity of fueling, maintaining, servicing, and repairing service and maintenance equipment used at the Airport to support Aeronautical Activities.
- ll. **Ground Transportation Permit** is a permit authorizing commercial ground transportation vehicles to pick up Airport customers at the Airport.
- mm. **Ground Vehicle** is a non-aircraft self-propelled vehicle including, but not limited to, automobiles, trucks, vans, mobile fueling and refueling vehicles, aircraft tugs, belt loaders, "Follow Me" golf carts, ATVs, and any other motorized vehicle that is used for the processing and/or servicing of Aircraft.
- nn. **Jet Fuel** means aviation fuel intended for use in turbine Aircraft.
- oo. **Lease** means an agreement between the City and another party which grants a concession, occupancy of a space, or otherwise authorizes the use of land or building space to conduct specified activities.
- pp. **Lease Premises** means City-owned property made available to Tenant pursuant to an Agreement.
- qq. **Lee's Summit Municipal Code** is the Municipal Code of the City of Lee's Summit, as codified at the time of the adopting of these rules or subsequently codified.
- rr. **License** means an alternative form of contractual Agreement between the City and another party that grants the party a right to provide services or goods on the Airport for a specified period of time for a fee.
- ss. **Minimum Standards** means the qualifications set forth in Subdivision III hereof, which sets forth the minimum requirements to be met as a condition for the right to conduct a Commercial Aeronautical Activity at the Airport.
- tt. **MOGAS** means automotive gasoline approved for use in piston Aircraft.

- uu. **Movement Area** means the runways, taxiways, and other areas of the Airport which are used for taxiing, air taxiing, takeoff, and landing of aircraft, exclusive of loading ramps and Aircraft parking areas.
- wv. **Non-Aeronautical Activity** means any activity that does not involve, make possible or is required for the operation of Aircraft or that contributes to or is required for the safety of such operations.
- ww. **Non-Commercial Aeronautical Activity** means the use of the Lease Premises that does not include the sale, exchange, trading, buying, merchandising, hiring, marketing, promotion, or selling of commodities, goods, services, or products, or any revenue-producing activity made available to the public in connection with Commercial Aeronautical Activities.
- xx. **Permit** means a written document issued by the City for the conduct of Aeronautical Activities and/or Non-Aeronautical Activities at the Airport where the permittee has not entered into a valid lease agreement with the airport for the leasing of airport premises to support the permitted function(s).
- yy. **Person** means any individual Entity or other legal entity.(including any assignee, sublessee, receiver, trustee, or representative.
- zz. **Public Areas** means the sidewalks, concourse circulation area, lobbies and lobby
- aaa. **Rules and Standards** means the qualifications, standards, requirements, and criteria established by the City as the minimum requirements to be met and performance criteria for enforcement for the right to conduct Aeronautical Activities and/or Non-Aeronautical Activities at the Airport.
- bbb. **Safety Areas** means the runways and taxiways and surrounding runway safety areas and taxiway safety areas at the KLXT.
- ccc. **Security Information Display Area** or **SIDA** means the portion of the Airport identified in the Airport Security Program and in which security training, criminal history background check, and Airport issued identification are required.
- ddd. **Self-fueling Permit** means a permit issued by the City for the storage *and* dispensing of fuel into Aircraft owned, operated, or under the control of the permittee. A permit is not necessary to dispense fuel from a self-service pump established and operated for that purpose by an FBO or the City.
- eee. **Self-Service** means the act of tying-down, adjusting, repairing, refueling, cleaning, and otherwise servicing an Aircraft by a Person, including employees and/or contractors of the Person, that owns or has exclusive use and operational care, custody, and control of the Aircraft pursuant to a long-term lease or similar agreement, using such Person’s own equipment.
- fff. **SPCC** Plan is a Spill Prevention, Control, and Countermeasure Plan.
- ggg. **Special Aeronautical Event** means air shows, air races, fly-ins, skydiving, or other similar aeronautical events requiring the general use of the Airport for other than routine Airport operations.
- hhh. **Specialized Aeronautical Service Operator** or **SASO** means a Person that is authorized to provide one or a combination of Commercial Aeronautical Activities that does not include Commercial Fueling.

- iii. **Specialized Flying Services** means providing specialized commercial flying services including but not limited to nonstop sightseeing tours, aerial photography or surveying, powerline or pipeline patrol, agricultural spraying, firefighting or fire patrol, air ambulance, airborne mineral exploration, or other air transportation operations specifically excluded from 14 C.F.R. Part 135.
- jjj. **Sterile Area** means the portion of the Terminal identified in the Airport Security Program that provides passenger access to boarding Aircraft and to which access generally is controlled by the TSA through the screening of persons and property. The Sterile Area begins immediately after the passenger screening area.
- kkk. **Tenant** is any Person that has an agreement with the City for occupying space at the Airport.
- lll. **Terminal** is any passenger terminal identified in an Airport Security Plan or other airport planning document located at the Airport.
- mmm. **Through-the-Fence Operations** means the movement of Aircraft between the AOA at the Airport and land adjacent to, but not part of, the Airport property or the unauthorized providing of services at the Airport by a Person that has not entered into an Agreement with the City.
- nnn. **Transportation Network Company** (TNC) means any company that provides app-based transportation services for hire to persons using the Airport.
- ooo. **TSA** is the Transportation Security Administration.

SECTION B. -- LEGAL AUTHORITY, EFFECTIVENESS, AND IMPLEMENTATION

I. Legal Authority and Purposes

- a. The Airport is owned and operated by the City, which has the sole authority to: (a) approve or deny the occupancy, use, or development of land or improvements at the Airport, (b) grant the right to engage in any business at the Airport, including Aeronautical Activity or Commercial Aeronautical Activity, and (c) approve, adopt, amend, or supplement any Agreement, policy, or practice relating thereto, including the Airport’s Rules and Standards.
- b. As set forth by the FAA, by way of the Airport Grant 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.
- c. The Rules and Standards are subject and subordinate to the provisions of any Agreements between the Airport and the State of Missouri or the United States pertaining to the planning, development, operation, and management of the Airport and are specifically subordinate to, and shall be construed in accordance with, the Airport Grant Assurances.
- d. In accordance with the Airport Grant Assurances given by the federal, state, or local government to the Airport as a condition to receiving federal or state funds, the granting of rights or privileges to engage in Aeronautical Activities shall not be construed in any manner as affording any Person any exclusive right, other than the exclusive use of a Person’s Lease Premises and then only to the extent provided in such Agreement.

- e. The purpose of these Rules and Standards is to foster an environment at the Airport that ensures: (a) Aviation safety and security, (b) the consistent provision of quality Aviation products, services, and facilities, (c) the development of quality aviation improvements, (d) the orderly development of airport property for aviation purposes, (e) similarly situated Persons are treated equitably and consistently in accordance with the Airport Grant Assurances, and (f) persons or entities proposing to use or access Airport property or facilities for Aeronautical Activity compensate the City for the use of Airport property at fair market rent for such use and privilege.
- f. All qualified and experienced Persons desiring to engage in Aeronautical Activities at the Airport will have a reasonable opportunity, without unjust discrimination, to engage in such Aeronautical Activities, subject to fully complying with these Rules and Standards.
- g. As further described in these Rules and Standards (e.g. Subdivision III, Section A.III), Aeronautical Activities may be undertaken that do not fall within the categories designated herein with the Consent of the City Manager Airport Manager.
- h. Subdivision III (Minimum Standards) are intended to: (a) maintain a baseline quality of service for Airport users, (b) protect Airport users from unlicensed and unauthorized products and services, (c) enhance the availability of adequate services for all Airport users, (d) promote the orderly development of Airport land, (e) provide a clear and objective distinction between service providers that will provide a satisfactory level of service and those that will not, and (f) prevent disputes between aeronautical service providers.
- i. All Leases and other Agreements authorizing the use of Airport property and facilities will require compliance with the Rules and Standards.
- j. The City recognizes the jurisdiction of the federal government, delegated to the FAA concerning the certification and regulation of pilots, air carriers and Aircraft; navigable airspace; safety and security; and authorized uses of Airport facilities. Nothing herein is intended to assert jurisdiction by the City over matters under the exclusive jurisdiction of the federal government, and the provisions hereof shall be interpreted consistent with this purpose.
- k. References and citations in the Rules and Standards to ordinances, laws, rules, regulations, codes, policies, standards, and guidelines issued by the State of Missouri, the United States, and public and private bodies with jurisdictional rights over the City and include any amendments as may be adopted thereto after the City's adoption of these Rules and Standards. The City intends to review the Rules and Standards periodically and adopt revisions as deemed appropriate.

II. Effectiveness and Amendment

- a. Except as required by the terms of an existing Agreement that does not conform to these Rules and Standards, the Rules and Standards apply to all users of and Persons on any part of the Airport; Persons that conduct business at the Airport; Through-the-Fence Operations or business conducted at the Airport by off-Airport Persons.
- b. The provisions of Subdivision III (Minimum Standards) apply to any new Agreement and, at the City Manager's sole discretion, to any amendment, including without limitation extensions or renewals, of an existing Agreement authorizing Aeronautical Activity at the

Airport. It will be presumed that Subdivision III (Minimum Standards) will not apply to any Agreement existing at the time of adoption of the Rules and Standards except as may be provided for in the Agreement or license or other mechanism. A Person may request an advisory opinion from the City Manager as to the application of Subdivision III to such Person. The City Manger’s advisory opinion may be appealed as provided in Section C(II) (Administrative Appeal).

- c. Suggest minimum premise requirements may be amended by negotiation with the potential leaseholder or Aeronautical Operator, subject to final approval by the City Council.
- d. Any waiver or variance from the existing Minimum Standards will automatically terminate upon the termination of such Agreement and the applicable Rules and Standards will apply for all future Agreements.
- e. All current FBO agreements shall be considered SASO agreements under the new definitions contained herein.
- f. The City may, at its sole discretion, waive all or any provision of these Rules and Standards for the benefit of the government or governmental agencies conducting Aeronautical Activities at the Airport, but only upon determining that any such waiver will not have a materially negative impact on safety and security. The City further may waive all or any provision of these Rules and Standards in the event of a bona fide emergency, which may include for example, and without limitation, a natural disaster, acts of terrorism, a pandemic where government restrictions are imposed to ensure the safety of the general public, or other similar events. In furtherance of the foregoing, the City may waive application of any or all of these Rules and Standards for the Missouri Civil Air Patrol and the United States Military branches. Waivers and variances from the provisions of Subdivision III (Minimum Standards) will be as provided in Subdivision III, Section A(III).

III. Application and Implementation

- a. Among other rights and obligations, at all times and in all Airport areas, the City may permit use of the Airport for the authorized conduct of Aeronautical Activities and Non-Aeronautical Activities, pursuant to the Rules and Standards and applicable federal, state and local laws, ordinances, regulations, codes, and other requirements pertaining to such Aeronautical Activities and Non-Aeronautical Activities.
- b. The City’s grant of a privilege to conduct Aeronautical and/or Non-Aeronautical Activities at the Airport by an Agreement shall not be considered in any manner as granting the aeronautical operator an exclusive right to conduct an Aeronautical Activity and/or Non-Aeronautical Activity at the Airport, other than the use of premises which may be leased or subleased exclusively to it, and then only to the extent provided in an Agreement.
- c. The City may decline to execute an Agreement with any Person wishing to conduct an Aeronautical Activity and/or Non-Aeronautical Activity at the Airport if the City determines upon examination that the Person refuses or will be unable to comply with the Rules and Standards throughout the term of the Agreement; has defaulted at the Airport or another airport in the performance of similar services; or does not provide the necessary information to the City regarding its financial capabilities to fulfill the financial commitments associated with the Agreement, or sublease.

- d. The City may plan and develop the Airport in the best interests of the City, the Airport, Tenants, and other Airport users. The City may designate specific areas of the Airport in which specific Aeronautical Activities and Non-Aeronautical Activities may be conducted. To comply with the current airport layout plan, the City may change these designations from time to time and may relocate Tenants or decline to extend or renew an Agreement because of a change in designation where the premises can be used for a higher and better use in the sole opinion of the City. Relocation of existing Tenants will be subject to and conducted in the manner provided for in the Agreement, by mutual agreement, or by exercise of eminent domain by the City in the manner provided under Missouri law.
- e. The City may inspect facilities used for Aeronautical Activities and Non-Aeronautical Activities upon at least 24 hour notice for the limited purposes of safety, ensuring compliance with the Rules and Standards; Agreement provisions; as well as any Federal, State, or local requirements or guidelines, provided, however, that City may immediately enter such facilities in an emergency or if the City reasonably believes such facilities are being used in violation of these Rules and Standards, Agreement provisions, or any Federal, State, or local requirements or guidelines. The City may also audit records of Persons conducting business at the Airport, including without limitation Aeronautical and Non-Aeronautical Activities, for the limited purpose of ensuring proper payment of rates, fees, and charges as may be imposed hereunder and/or in an Agreement.
- f. The City may install security devices on the Airport in furtherance of the Airport Security Program. The City will make every attempt to balance the rights of Tenants and Airport users with the requirements of the Airport Security Program. Security devices installed within a Tenant’s Lease Premises shall be located only along the Airport perimeter or in public use areas.
- g. The City maintains a schedule of rates, fees, and charges applicable to the Airport. A copy of the most current rates, fees, and charges schedule will be kept on file at Airport Administrative Office.

SECTION C. -- ADMINISTRATION, ENFORCEMENT, PENALTIES AND APPEALS

I. Administration

- a. The City Manager retains ultimate authority to enforce these Rules and Standards, including the creation of a process that delegates enforcement to various departments and individuals, including but not limited to the Airport, Public Works, Codes Enforcement, Fire Department, or Police Department, as required to assure the convenience and safety and security of the traveling public and others using the Airport. The City Manager or delegate responsible individual may prohibit use of the Airport, or any part thereof, by any Person in violation of these Rules and Standards. The City Manager may use any legal remedy or recourse to aid the enforcement of these Rules and Standards.
- b. The City Manager has ultimate responsibility for the interpretation and application of the Rules and Standards and is authorized to create a procedure, including delegation, to issue directives and interpretive guidance in conformity with the Rules and Standards.
- c. City employees, agents, and consultants are authorized to assist in the application and implementation of the Rules and Standards, principally through the power granted by

delegation and communications with Tenants and Airport users on the content and proper interpretation of the Rules and Standards.

- d. TSA may obtain primary responsibility for the screening of passengers and property at the Airport or may approve the implementation of a security program by a tenant in consultation with the City. TSA is not responsible for the implementation and enforcement of the Rules and Standards.

II. Administrative Appeal

- a. Persons who receive a notice of violation of these Rules and Standards or Persons directly and substantially affected by an action or decision of the City Manager or delegated official or department interpreting and applying the Rules and Standards may appeal the action or decision as provided in this subsection. This right of administrative appeal will not apply to the imposition of penalties hereunder, which may be appealed only as provided in Subsection III (Penalties).
- b. A clearly stated request for an informal appeal hearing that specifically identifies the action, decision, or date of the notice of violation being challenged, must be mailed, emailed, or hand delivered to the City Manager Office within seven (7) calendar days of receipt of the notice.
- c. Within seven (7) calendar days of receipt of a complete request under II.b. (above), the City Manager or delegated official will notify the Person requesting the hearing of the time and place of the informal hearing which will not be more than 14 calendar days after receipt of the request for hearing. The informal hearing may be conducted in-person or electronically through a virtual conference at the City Manager's or delegated official's sole discretion.
- d. At the informal hearing the City Manager or delegate official will consider testimony from the Airport personnel involved in the incident that resulted in the notice, testimony from the person requesting the hearing, and testimony from any other witnesses to the incident. The City Manager or delegate official may exclude anyone from the informal hearing, other than the person that requested the hearing and their legal counsel that is not presenting testimony.
- e. Within seventy-two (72) hours of the informal hearing the City Manager will issue a written decision affirming, modifying, or cancelling the notice. The decision will be delivered or mailed to the person that requested the hearing on the date issued. The written decision of the City Manager or delegated official will be final on the sixteenth (16th) day after it is issued, unless prior to that time, a written notice of appeal is filed with the City Manager.

III. Penalties

- a. The City intends to promote voluntary compliance with the Rules and Standards without resorting to administrative fines and penalties. When a violation of the Rules and Standards is brought to the attention of the Airport, the City Manager or designated official may issue a written notice of violation directing the offender to cease the violation and/or take corrective action within a reasonable cure period determined by the City Manager or designated official. The City Manager or designated official may waive the imposition of any penalties prescribed herein upon the successful completion of corrective action within the cure period by a Person who has violated the Rules and Standards.

- b. If the violation is not corrected within the cure period, the violation of any provision of these Rules and Standards is punishable by the applicable fine amount applicable to a basic violation of the Lee’s Summit Municipal Code as described in Section 1-13.
- c. Violations of the Rules and Standards may also constitute a breach of an Agreement, including leases and / or operating agreements, and the City may pursue any remedies set forth in such Agreement, including without limitation termination and/or eviction. In the event of such termination, the Tenant must peaceably vacate the premises on the Airport removing all personal property, surrender any Airport- Issued Access Media, and possession of the premises shall revert to the City free and clear. The Tenant must also cease all operations involving the Airport and will have no further right to conduct business at the Airport. If the Tenant fails to make such surrender, the City will have the right, immediately and without further notice to the Tenant, to terminate all Airport-Issued Access Media, to enter and take full possession of the space occupied by the Tenant at the Airport by force or otherwise, and remove any and all parties, goods and properties not belonging to the City found within or upon the same, at the sole expense of the Tenant.
- d. The City may decline to enter or renew or permit the exercise of options in contracts or into Agreements with any Person found to have violated the Rules and Standards or any previously adopted rules within the previous five (5) years of the adoption of these Rules and Standards.
- e. In addition to all other rights and remedies provided in these Rules and Standards, the City continues to have any and all rights and remedies at law or in equity, including the equitable remedy of injunction, to enforce the Rules and Standards, to obtain compliance herewith, and to impose administrative fines and penalties.

SECTION D. – PROPRIETARY AND EXCLUSIVE RIGHTS DESIGNATION

The City of Lee’s Summit (“City”), as the owner, operator, and sponsor of the Kansas City – Lee’s Summit Regional Airport (“Airport”) reserves its powers and rights as the proprietor of the Airport to exclusively engage in specific aeronautical and non-aeronautical activities expressly reserved by this policy.

The City specifically reserves these rights based on the following findings:

- The City received a significant investment in federal funds to build and preserve the Airport.
- The City obligated itself under Federal Grant Assurance 24 to “maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the Airport.
- The City obligated itself under Federal Grant Assurance 5 to retain all rights and powers necessary to perform any all of the terms and conditions of the Grant Assurance.
- The City is in in a unique position to provide products and services to the public as the exclusive provider of those services at the Airport.
- In Federal Aviation Administration (FAA) Order 5190.6b Change 3, Section 8.5, the FAA allows an airport sponsor to “elect to provide any or all of the aeronautical services at its airport, and to be the exclusive provider of those services.”

- The FAA requires a sponsor engaging in the provision of proprietary services on an exclusive basis to utilize its own employees and resources. The Airport may not rely on a third party or management company to provide proprietary services on an exclusive basis.
- The FAA requires a sponsor to negotiate for space and facilities, if available, for any aeronautical service that the sponsor does not offer.
- The City’s decision to provide those services constitutes a well-researched decision to maintain and retain control of those activities as a market participant.
- The City retains regulatory control of aeronautical activity within its regulatory purview at the Airport and may provide reasonable, non-arbitrary and non-discriminatory regulations that advance local interests.
- The City evaluated the following services and determined that the provision of these services are most efficiently and effectively managed in accord with the chart:

Service / Activity	Provision Restrictions See Chapter III, Section D	Exclusive Right Retained
Full-Service Fixed Based Operator Services ¹	Subsection I	Yes
Agricultural Application	Subsection XIV	No
Aircraft Detailing and Cleaning	Subsection XV	No
Aircraft Engine Overhaul Services	Subsection III	No
Aircraft Fueling/ Sale of Aviation Fuels ²	Subsection I	Yes
Aircraft Maintenance and Repair	Subsection III	No
Aircraft Management	Section V	No
Aircraft Parts Sales	Subsection III	No
Aircraft Rental and Sightseeing	Subsection VI, X	No
Aircraft Restoration and Refurbishment	Subsection IX	No
Aircraft Sales	Subsection VIII	No
Aircraft Storage ³	Subsection VII	No
Air Taxi / Charter	Subsection V	No
Air Taxi / Charter Boarding	Subsection V	Yes
Air Taxi / Charter Disembarkation	Subsection V	Yes
Cargo Facilities	Subsection XIII	No
Ground Handling	Subsection XI	Yes
Helicopter Maintenance and Repair	Subsection III	No
Helicopter Flight Training	Subsection II	No
Helicopter Rental	Subsection VI	No
Non-Commercial Private Hangar and Fractional Hangars	Subsection XVI	No
Pilot Training	Subsection II	No

Scheduled or Non-Scheduled Air Carrier Services (including Part 380)	Subsection V, XII	Yes
Self-Service Fuel Pump (Provision / Placement)	Subsection I	Yes

1. Fuel sales remain the province of the City.
2. An owner / operator may perform service on aircraft within the owner / operators operational control provided the airport rules and regulations are followed.
3. Aircraft Storage, in specific locations on the designated map, shall remain a proprietary function for planning and efficient operational requirements of the Airport.

Exhibit B, attached to these Rules and Standards, and as properly amended depicts the areas on the Airport Master Plan that the City determined are in the best interest of the City to maintain proprietary control.

SECTION E. – LEASING POLICY

I. General - Description

- a. The Leasing Policy is intended to provide potential and current Tenants an understanding of the policies, processes, and rates used by the City when leasing property at the Airport.
- b. The Leasing Policy was developed taking into consideration: the role and continued development of the Airport; the range, level, and quality of aeronautical products, services, and facilities currently being provided at the Airport; the future prospects for, and the anticipated development of, the Airport and the community, and; the promotion of fair competition at the Airport.
- c. The Airport specifically retains proprietary rights for the areas listed in the proprietary rights section.

The policy sets forth the parameters for leasing Airport buildings and / or land and is established for the following purposes:

- To foster a spirit of partnership with its Tenants, while fulfilling duties as steward of vital public assets and resources;
 - To make Airport property available on fair and reasonable terms without unjust discrimination;
 - To retain effective management controls over the use of scarce Airport assets, ensure land is developed at its highest and best use, and seek to remove obstacles to such controls when opportunities arise;
 - To maintain a rent and fee structure with the goal of financial self-sustainability per the FAA Grant Assurances and Rates and Charges Policy;
 - To ensure that leased parcels are actually developed for use and not leased for anticompetitive reasons to prevent development and / or grant an exclusive right to a private aeronautical service provided;
 - To ensure that available capacity neither materially exceeds, nor materially falls short of the reasonable needs of the community served by the Airport; To ensure compliance with applicable laws, regulations, policies, executives orders, guidelines, and requirements.
- d. To facilitate the efficient and effective use of the Airport and promote well-planned, self-sustainable activities, the City does hereby express its intent to reserve property for

specific and intentional development. It is the City's preference to promote planned development as opposed to Ad Hoc building. The City will reserve property for public aeronautical activities based on the property's proximity to Airport facilities. The Airport shall maintain a current conceptual plan to guide potential tenants in the selection of property available for development. The City will receive unsolicited applications from public aeronautical service providers; however, providers are not guaranteed any specific space. In the event an aeronautical user proposes development in an area that is not presently accessible, the City may negotiate for the user to provide public infrastructure and the reimbursement of the expense thereof to the user based on a Development Agreement.

II. Request for Development Agreement, Lease or Permit Required

- a. Application Required. Any Person or Entity desiring to enter into a Development Agreement, Ground Lease or Rental Permit with the City for permission to occupy Airport property shall make a written application to the City. Applicants pursuing Development Agreements, Ground Leases and Rental Permits shall submit a written statement of interest in a specific property or request placement on a general interest list.
- b. Applicant Must Demonstrate Qualifications. A Lease or Rental Permit Applicant seeking to engage in a Commercial Aeronautical Activity at the Airport shall also provide all application information and materials required by the Airport Minimum Standards. Application materials for a Commercial Lease shall consist of a fully executed application cover sheet, all the information required by this Leasing Policy, the Minimum Standards, if applicable, and all documentation the City may deem necessary for a full and complete analysis of the Applicant's qualifications. The cover sheet shall state how Applicant's proposed use of Airport property will benefit the aviation public, not-for-profit entities, and Commercial Activities at the Airport.

III. Competitive Request for Proposal Process

- a. Upon receipt of a Lease application that the City Airport Manager determines to be acceptable, the City may, in its sole discretion, issue public notice of its intent to consider awarding a Lease to the Applicant. The purpose of such action is to assess the level of market demand and competitiveness for the proposed activity or use of the Airport property.
- b. To determine whether it is appropriate to utilize competitive bidding, the City shall consider factors including, but not limited to:
 - 1. The size and proposed use of the property.
 - 2. The availability of similar property at the Airport.
 - 3. Whether the property is going to be used for Aeronautical or Non-Aeronautical Activities.
 - 4. Whether the property is developed or vacant.
 - 5. If the property is vacant, the proposed use; type of Improvements will be developed; number of employees to work on the property.
 - 6. Whether infrastructure (such as utility lines) needs to be installed and if so, who will be responsible for such installation?

- 7. The financial strength and experience of the Applicant.
- 8. Economic impact the proposed use of the Airport property will have on the Airport.
- c. Whether the proposed use of the Airport property will generate new revenue for the Airport or generate new activity at the Airport.
- d. If the City publishes a notice of its intent to award a Lease of certain Airport property, such notice shall invite additional qualified potential Applicants to submit a complete application as outlined in this Policy. The City must receive complete applications within 30 days after notice is published. The notice shall also list the criteria the City will use to make its selection.

If the City does not receive additional statements of interest in the Airport property in question within thirty (30) days of publishing notice, it may proceed to grant or deny the initial Applicant’s request based on the merits of the application and without further advertisement.

All applications will be reviewed by the City Manager or Designate, Public Works Director, Airport Manager and a minimum of 2 other city employees (“the Committee”). If the City receives applications from one or more additional Applicants interested in obtaining a Lease for the property in question, the Committee will use the scoring matrix to help identify the most qualified Applicant for the Lease in question. The City may choose to negotiate with the Applicant(s) it deems most qualified in order to ascertain which Applicant is willing and able to enter into a Lease that will be, in the City’s sole determination, most advantageous to the City and the public.

IV. Action on Lease Application

After an application is received, it will be processed by the Airport Manager. Non-Commercial Leases will be approved or denied by the Airport Manager based upon the application and the criteria below. Commercial Lease applications will be examined, and the Airport Manager and a Committee (if applicable) will make a recommendation to the City.

- a. Potential for the Applicant's proposed use of Airport property or construction of leasehold Improvements to create a safety hazard at the Airport.
- b. Whether the Applicant’s proposed use of Airport property is likely to require the expenditure of City funds, labor or materials, or the proposed activity is expected to result in a financial loss to the City.
- c. Whether the Airport has appropriate, adequate, and sufficient space available to accommodate the proposed activity.
- d. Whether the development or construction necessary to accommodate the proposed activity conforms to land uses specified on the FAA-approved ALP.
- e. Whether the proposed use of the Airport property will cause congestion of aircraft or buildings or unduly interfere with other Airport operations.
- f. Whether the Applicant meets the requirements of the Airport Leasing Policy.
- g. Whether the Applicant has either intentionally or unintentionally misrepresented or omitted any pertinent information in the application or in supporting documents.

- h. Whether the Applicant has a record of violating any Airport Rules and Regulations, Airport Minimum Operating Standards, FAA regulations, or any other federal, State, or local statutes, laws, rules, or regulations.
- i. Whether the Applicant has defaulted in the performance of any lease or any other agreement with the City or other airport(s).
- j. Whether, in the opinion of the City, the Applicant is financially qualified and prepared to fund the proposed use of the Airport property based upon the information provided.
- k. The Applicant cannot provide acceptable surety in the amount required by the City. Whether the proposed activity or development is in the best interest of the Airport or the public.

V. Standards for Leasing or Renting Airport Property

- a. Lease Classification. To provide definitions and indicate relevance to Airport use, the City will address each Airport Lease and/or proposed Airport Lease according to the following classifications:
 1. Commercial Aviation (SASO, FBO) Any commercial service facility accommodating single or multiple aviation service disciplines on one site.
 2. Non-Commercial Aviation – Any entity with a significant aviation component that does not offer services to the public (e.g. Private Hangars developed by an organization for organization use or hangars developed for rental to the public without offering any aeronautical services).
 3. Non-Aviation Commercial/Industrial – Any entity that provides benefit to the Airport as well as the community, or the local economic base through providing services or employment and remains compatible with the Airport.
 4. Public Facility – Government sponsored and publicly operated uses that provide benefit to the airport, aviation, or the local communities.
 5. Non-profit Entities – Leases with non-profit organizations and valid services that benefit the Airport and a variety of public causes and concerns. See FAA Order 5190.6c Section 17.14.
 6. Unimproved Land / Major Renovation – Agreements which utilize larger amounts of land but without specific definition or qualification or the complete or nearly complete renovation of a facility. Occasionally airport/aircraft operations require large areas for specific short-term purposes, i.e. farming or harvesting grasslands.
 7. Requests for Additional Space. If a Lessee requests additional space to accommodate a new activity that is not permitted under Lessee’s current Lease, the request for additional space shall be treated as either: a request for a new Lease or a request to amend the existing Lease if the requested expansion is contiguous with the existing Leased Premises.
- b. Lease Terms. The Lease Term is determined based on the following factors:
 1. Whether the operating space is within an existing (City-owned) building where minimal initial investment is required to begin operations.
 2. The designation of the facility or proposed use of the property on the ALP.
 3. Lessee’s proposed use of the Airport property.

4. Lessee’s proposed Capital Improvements in facilities.
 5. Whether Lessee plans to undertake long-term development of unimproved land.
- The Term of each Lease is determined on a case-by-case basis as dictated by the City’s best interests and negotiations, however, for the purpose of providing guidelines only, the City generally offers Terms as follows:

Type of Lease	Typical Term	Remarks
City Owned T-Hangar	Month-to-Month	
Non-Commercial Use in Existing City Owned Facility	Month-to-Month	Non-Standalone hangars, license agreements for space in a community hangar that requires no capital investment.
Commercial Use in Existing City Owned Facility	2-4 years	Non-Standalone hangars, license agreements for space in a community hangar that requires no capital investment.
Ground Lease	20 Years	Construction must commence within 1 year of lease. Additional renewal terms of 10 years may be negotiated. Maximum duration 50 years.
Ground Lease Supported by Investment Guarantees	5- or 10-year interval	Investment guarantees shall be based on the amount of useful life added to the facility by the investment
City Owned Facility Requiring significant investment	20 Years	Duration dictated by investment and extension of facility useful life.
Special Circumstances	Up to 50 years	Options of longer terms are possible in 10-year increments with significant justification.

- c. Termination. Standard Leases include terms that address the Lease termination process and any alternatives to termination that may be available to the Lessee. Upon termination of a Lease, the Airport shall inspect the leasehold to determine its condition and suitability for continued safe and legal occupancy for either a Lease extension or future uses. The following serves as guidance upon termination of a Lease:
1. If the Lessee remains in good standing and is not in breach upon termination of the Lease, the Lessee may request to negotiate a new Lease. The City’s approval shall not be unreasonably withheld. In all instances, the City shall prioritize Aeronautical Activities when allocating available Airport property for Leases.
 2. If the City inspects the Premises and determines that the building Improvements are not suitable to remain on site, or if the City does not desire to retain the Improvements, the City may require Lessee to, at its own cost and expense, remove the building Improvements and return the Premises to a bare and clean state that is equal to or better than its condition at the time the original Lease was executed. Improvements to utilities, parking, paving, sidewalks, sewer, drainage, landscaping, curb, gutter, utilities, etc. (“Site Improvements”) may remain.
 3. Additionally, subject to the City’s sole discretion, if the Lease has not yet expired, the City may grant an assignment of the leasehold interest and improvements, whereupon the City will agree to enter into a Lease assignment with the new leasehold owner, if the assignee meets the required qualifications as specified herein.

- d. Month to Month Rental Agreements (Rental Permits). The City may offer month-to-month Rental Permits if the parties mutually agree to terms and conditions. While the terms and conditions of each such Permits are determined on a case-by-case basis as dictated by the City's best interests and negotiations, Rental Permits may typically be terminated by mutual agreement with thirty (30) day notice. Examples of month-to-month agreements are Rental Permits for:
 - 1. Access to airport property (e.g. thoroughfare)
 - 2. Per use or one-time agreement (e.g. staging area or Airport Emergency support)
 - 3. Temporary use of non-aeronautical property (i.e. staging areas for off-site construction projects.)

- e. Financing Airport Development. The City will not provide financing or make any Improvements to Airport property to facilitate leasehold Improvements proposed by an existing or prospective Lessee that will only benefit that Lessee. If such a Lessee cannot demonstrate, to the City's satisfaction, the financial means to implement and pay for such development that may be an indication that the proposed development would not be in the best interests of the City or the public using the Airport.

- f. Rate Calculation. The City will employ the following methods when calculating Lease Rates.
 - 1. Aeronautical Use. The City shall, when appropriate and efficient, conduct a Request for Proposal (RFP) process. Charges for aeronautical use of the airport must be reasonable. This reasonableness requirement takes precedence over the requirement for a self-sustaining rate structure with respect to aeronautical users. When an RFP cannot be conducted, items considered during rate negotiations:
 - a. Rates charged to similarly situated airport users in the same or similar classification of lease.
 - b. Proprietary information exchanged regarding the Tenants operations, both historically and anticipated. Proprietary information will be protected to the extent permitted by law.
 - c. Tenant's potential contribution to other airport providers and services (i.e. Tenant's potential purchase of aviation fuel – allowing airport to acquire fuel at volume levels, Tenant's use of maintenance and repair services, etc.).
 - d. Rates and charges at other local airports.
 - e. Tenant's investment in aeronautical infrastructure permitting the Authority to forecast expenses.

 - 2. Non-Aeronautical Use. The City shall, when appropriate and efficient, conduct a Request for Proposal (RFP) process. Charges for non-aeronautical use will be based on fair market value. Limitation on the use of airport property and the inability to convey fee simple title will reduce the potential value of the property and may place the City at a disadvantage during negotiations. The following items will be considered during rate negotiations:
 - a. An appraisal shall be required for the disposal of property and is the preferred method of calculating non-aeronautical property lease rate. Appraisals should follow the approach suggested in FAA Compliance Letter 2018-3, Appraisal

Standard for the Sale and Disposal of Federally Obligated Airport Property. Appraisal commissioned by the Authority may be subject to the Kansas Open Records Act.

- b. Utilize similar rates and charges from by reference to negotiated fees charged for similar uses of the airport.
- c. Utilize available and advertised rates for similar facilities in the City of Lee's Summit.
 - Review available similar usage and calculate the rate. For instance, to compare 1-acre of airport land for development, a 1-acre parcel for sale in an area adjacent to the airport for \$43,560 might be used as a comparable. Assuming a 30-year return on investment, the underlying ground lease would be \$0.03 per square foot. An periodic acceleration in the contract would account for the time value of money. The Airport parcel would also be subject to reasonable discount due use limitations and the lack of fee simple title transfer.
- d. Establish by arm's length agreement a rate that does not subsidize the Tenant and provides meaningful revenue to the City.
- e. Non-Aeronautical Use within an Aeronautical Use Facility. The FAA permits non-aeronautical components in facilities that are primarily aeronautical. The FAA defines mixed use as a facility that contains both aeronautical and non-aeronautical use with a significant portion of the use as non-aeronautical. These non-aeronautical components should not impact existing aeronautical uses or conflict with existing or foreseeable aeronautical needs/demands and should be paying a fair market value lease rate. This policy is relatively new and not well-defined. The definition of "mixed-use" has not been litigated in Part 16 to date. When considering the inclusion of non-aeronautical use in a lease, the following factors should be considered:
 - The FAA specifically recognizes certain facilities as airport purposes, "A terminal complex: All components of a terminal complex, including the building, terminal concessions, airline ticket and care rental counters, parking and roads):" "A Fixed Base Operator (FBO) facility, including parking and classrooms:"
 - The occupancy and vacancy history of the aeronautical facility and any proposed non-aeronautical use.
 - The square footage of the non-aeronautical use.
 - Airport use and charges for other similar situated facilities.

VI. General Rights and Privileges Granted.

Airport Leases are designed to grant one or more of three rights or privileges to the Lessee: the right to use the landing area and other public Airport facilities in common with others so authorized; the right to occupy Airport Property, and to use exclusively, certain designated premises; and/or the commercial privilege or the franchise right to offer goods and services to the public who use the Airport. The City will not enter any Lease without receipt of adequate consideration for the rights granted therein.

VII. Control Over Operations.

Any Lease granting the right to serve the public on the Airport premises shall be subject to terms and conditions reserving to the City sufficient control over operations to ensure that the Lessee will treat patrons fairly. The Lessee must agree to make available its services and facilities on fair and reasonable terms, and without unjust discrimination.

VIII. Control over Aeronautical Activity and Development.

The City shall not enter into a Lease that would require it to divest itself of the right to take any action it considers necessary to protect Airport operations or the Airport's navigable airspace against obstruction, including but not limited to, the right to prevent any Lessee from erecting, or permitting to be erected, any building or other structure that, in the City's sole discretion, might limit the usefulness of the Airport or constitute a hazard to aircraft. The City shall not enter into a Lease that would require it to divest itself of or limit its right to develop or improve the Airport in its sole discretion and as it sees fit, regardless of the desires or views of any Lessee and without interference or hindrance from such a party.

IX. Airport Minimum Operating Standards.

The Airport Minimum Operating Standards contained in Subdivision III of these Rules and Regulations set forth the qualifications Lessees must meet to conduct certain Aeronautical Activities at the Airport. The Minimum Standards also establish a basis for practical negotiations between the City and potential Lessees offering such activities; however prospective Lessees should be aware that the City, if presented with a choice between multiple potential Lessees for a single space or facility, will give preference to:

1. Lessees who use Airport property for Aeronautical Activities and offer the Airport and aviation users the highest standard of quality and service, which may exceed the current Minimum Standards.
2. Lessees who can offer the City and the public the highest standard of quality and service which may not be aeronautical but are in accordance with Airport's mandate for self- sustainability.

SECTION E. -- DEVELOPMENT STANDARDS

I. Construction

- a. Building, structures, pavements, utilities, or any other improvements, additions or demolition requiring a building or similar perform shall not be placed, constructed, altered, or removed without complying with all applicable regulations, including the City of Lee's Summit Preliminary Development and Final Development Plan requirements and specifications.
- b. The City may require an appropriate bond in the amount equal to the proposed construction amount and/or a construction agreement to guarantee the completion of the construction consistent with the conditions and schedule required by the City.
- c. Plans and construction must comply with applicable FAA design standards, the Missouri State Fire Code, as each may be amended from time to time, and any other legal entity that

has jurisdiction over the Airport. Any construction on the Airport must have prior written approval by the FAA before commencement.

- d. Plans and construction must be consistent with the then-current and approved versions of the Airport Master Plan, airport layout plan, airport certification manual, Airport Security Program, and stormwater prevention plan. These documents are available in the Airport Office for review, with the exception of the Airport Security Program, which is sensitive security information and is not available for public review. In lieu of the review, Airport staff will advise on issues related to security compliance.
- e. Pavements intended to accommodate aircraft movement or storage must be designed and constructed to accommodate all aircraft within a runway design code specified in an Agreement.
- f. Required notices submitted pursuant to 14 C.F.R. Part 77, Objects Affecting Navigable Airspace, must be submitted through the City Manager.
- g. No facility or structure may be constructed or placed on the Airport that has been determined by the FAA to constitute an obstruction or hazard to air navigation.
- h. Any development that includes solar panels and large areas of glass must be designed to avoid glint and glare which could distract pilots landing at, taking off from, or taxiing on the Airport. Any such development request should be submitted to the City in writing along with a detailed reflectivity study for acceptance, rejection, or alteration. A written approval must be received from the City before the award of any such project(s).
- i. Facilities must be properly lighted and include such other security controls as may be required by the Airport Security Program or by the City Manager.

II. Signage

- a. To the extent an Agreement includes specifications for signage, signs must conform to the applicable requirements of the Agreement and City Code.
- b. All processes required for sign approval shall be processed by Lee's Summit Development Services.
- c. Additional regulations related to location, material, and type of signage may be developed and required by the City for placement on Airport property.
- d. The City Manager may prohibit a sign that would impede the safety, security, or efficiency of the Terminal or Airport.

III. Utilities, Landscaping and Design

- a. All Utilities and Landscaping design shall follow the Uniform Development Ordinance of the City of Lee's Summit.
- b. All approvals shall be processed through the City of Lee's Summit Development services.
- c. Vehicle access to aircraft storage hangars by crossing the AOA is not allowed. Automobile parking in locations which do not interfere with aircraft operations may be provided near aircraft storage hangars at the sole cost of the Tenant.
- d. For all new development, sliding doors may not be used in hangar configurations where the open door of one hangar will adversely interfere with access to another hangar and/or exceed property line boundaries when opened.

- e. The Tenant shall provide a paved Aircraft apron within the Lease Premises to accommodate all Tenant-related Aircraft movement from the Tenant's building to the taxilanes, taxiways, and/or Aircraft parking ramp, whichever is adjacent to the Lease Premises unless otherwise provided for in any existing Agreement.
- f. All construction or alteration on the Airport must comply with the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and/or the Air Carrier Access Act (49 U.S.C. § 41705) and implementing regulations and guidelines, as applicable. No Person shall be denied access to the Airport on the basis of handicap or disability. Any Person who believes that they were denied access or discriminated against on the basis of a handicap or disability may file a complaint with the City in accordance with the appeal procedures under Section C hereof.

SECTION F. -- FLYING CLUBS²

I. General

- a. The requirements of this section shall be in compliance with Federal Law and the requirements of Missouri law, as may be amended from time to time. Any modifications to Agreements between the City and the Flying Club to comply with Federal or State law will be modified upon written notice to the Flying Club. Amendments will be made to the Agreements without the requirement of a formal amendment.
- b. Each member of a Flying Club must be a bona fide owner of a share of the Flying Club's Aircraft or an equal stockholder in the Flying Club or other legally recognized ownership entity.
- c. A Flying Club may not derive greater revenues from the use of its Aircraft than the amount necessary for the actual operation, maintenance, and replacement costs of its Aircraft.
- d. Each Flying Club shall file and keep current with the City a copy of all information and documents as required by the City to ensure its compliance with Federal and State law.
- e. Flying Club Aircraft shall not be operated by individuals other than members and shall not be used by anyone for commercial operations, including flight instruction, charters, or tours for compensation.
- f. A Flying Club operating at the Airport shall have the right to self-fuel Flying Club Aircraft in accordance with Subdivision II (Rules and Regulations). Flying Club Aircraft for the purposes of this section shall include Aircraft under the care, custody, and control of the Flying Club.
- g. A Flying Club operating at the Airport shall have the right to Self-Service Flying Club Aircraft by Flying Club members. Any qualified mechanic who is a registered member and part owner of the Aircraft owned and operated by a Flying Club may perform maintenance work on Aircraft owned or under the care, custody, or control of the club. The mechanic may receive monetary compensation for such maintenance work or may be compensated by credit against payment of dues or flight time; however, that individual may not receive both compensation and waived or discounted dues or flight time concurrently. The airport sponsor may set limits on the amount of maintenance that may be performed for compensation and / or the location the work is performed.

² See FAA 5190.6c Section 10.6 Flying Clubs.

- h. A Flying Club operating at the Airport shall not be required to meet the requirements of Subdivision III (Minimum Standards) hereof, provided each of the following conditions is met:
 - 1. The Flying Club does not lease or sell any goods or services whatsoever to any Person other than a member of such Flying Club at the Airport, except that the Flying Club may sell or exchange its capital equipment.
 - 2. The Flying Club specifically does not offer or conduct retail fuel sales, retail mechanic services, charter services, air taxi operations, or Aircraft Rental operations.
 - 3. Flying clubs does not hold themselves out to the public as fixed based operators, a specialized aviation service operation, maintenance facility or a flight school and are prohibited from advertisements as such or be required to comply with the appropriate airport minimum standards.
 - 4. Flying clubs may not indicate in any form of marketing and/or communications that they are a flight school, and flying clubs may not indicate in any form of marketing and/or communications that they are a business where people can learn to fly.
- i. Insurance shall be provided and paid for by the Flying Club at the levels established by the City.

II. Violations

- a. If a Flying Club is determined to be in violation of the Rules and Standards, the City Airport Manager will notify the Flying Club in writing of such violations and identify a reasonable cure period in the notice. If the Flying Club fails to correct or initiate reasonable progress toward correcting, in the opinion of the City Airport Manager, these violations within the cure period provided In the notice, the City Airport Manager is authorized to penalize noncompliance in the following manner, depending on the nature and severity of the violation:
 - 1. Terminate a Self-fueling Permit or other form of Agreement and prohibit Self-Servicing of Flying Club Aircraft.
 - 2. Require Flying Club or club members to apply for the right to conduct a Commercial Aeronautical Activity in accordance with Subdivision III (Minimum Standards) hereof and comply with the Minimum Standards.
 - 3. Require a Flying Club to cease all operations on the Airport.
 - 4. Impose such other penalties as are authorized in Section C herein.

SECTION G. -- OTHER POLICIES

I. Special Aeronautical Events

Any Special Aeronautical Event held on the Airport by any Tenant or other Airport user, organization, civic, or government entity must be conducted in accordance with an Agreement executed prior to the start of the Special Aeronautical Event. The Agreement shall specify the dates and times of the Special Aeronautical Event; areas of the Airport authorized for use during the Special Aeronautical Event; insurance and indemnification to be provided by the Special Aeronautical Event sponsor; fees (if applicable); means to ensure safety and security during the Special Aeronautical Event; special arrangements for

Aircraft parking and staging; arrangements for crowd control and pedestrian access to the AOA; arrangements for parking of vehicles and fees (if applicable); concession offerings (if applicable); waste control and refuse removal; post event clean up: reimbursement for City costs to support the event; and such other terms and conditions as the City Airport Manager may require.

II. Through-the-Fence Operations

The City has determined that Through-the-Fence Operations by Aircraft or for the provision of services to Aircraft on the Airport have the potential to compromise safety and the efficient use and operation of the Airport and/or undermine the providing of Commercial Aeronautical Activities by authorized Commercial Aeronautical Operators operating under an Agreement on the Airport. The City may authorize a Person to conduct an Aeronautical or Non-Aeronautical Activity requiring through-the-fence access at the Airport in accord with Subdivision III, Section A, III or V. All providers are required to execute Applications or provide the information required in Subdivision III, Section B. Appropriate fees will be charged based on the use.

III. Free Speech

- a. No person may conduct any activity that impairs or interferes with the rights of other persons or the transportation function of the Airport. No person may engage in an activity that physically or verbally obstructs, delays, or interferes with the free movement of any persons, vehicles, or aircraft in, upon, or through the Airport or otherwise prevents the orderly and efficient use of the Airport for its primary purpose.
- b. Designated Free Speech Area. The City will maintain a designated free speech area located as designated on Exhibit B or other diagram as requested. Unless specifically approved by the City Manager, no Person may:
 1. use of sound or voice amplifying equipment for anything other than official airport operations; or
 2. use tables, stands, chairs or other structures, provided however that a person whose certified physical disability prevents or makes standing difficult may use a folding chair;

IV. Advertising Policy

- a. The City may permit use of portions of the Terminal and the Airport for various forms of advertising. Any Person interested in advertising at the Airport should contact the Airport. All advertising must also comply with any and all applicable requirements under these Rules and Standards for signs.

V. Ground Transportation Services

- a. The Airport may impose such conditions and requirements on a Ground Transportation Permit holder as is deemed necessary to protect the public interest. Such conditions may include: identification of the vehicles to be used, requirements on posting rates and certificates, operational and maintenance requirements for such vehicles, restrictions on driver conduct and dress, necessary insurance, and required indemnification to the City.

SUBDIVISION II -- RULES AND REGULATIONS

SECTION A. -- PERSONAL CONDUCT

I. General

- a. Obstructing, impairing, or interfering with the safe, orderly, and efficient use of the Airport by any other Person, vehicle, or Aircraft.
- b. Disorderly, obscene, harassing, disrespectful, disruptive, or indecent acts at the Airport.
- c. Operating a sound amplification system within or in the immediate vicinity of the Terminal or another Tenant on the Airport without the written permission of the City Airport Manager.
- d. Abandoning personal property, Ground Vehicles, or Aircraft at the Airport.
- e. Soliciting a ride from the owner or operator of any private, non-commercial motor vehicle while located on or adjacent to a road located on Airport property, or aircraft, except in case of an emergency.

II. Refuse Disposal and Management

- a. No Person shall throw, dump, or deposit any waste, refuse, or garbage on the Airport except in designated receptacles. All waste, refuse, or garbage shall be placed and kept in proper containers until disposed of in an appropriate and timely manner.
- b. Tenants are required to keep their premises included under an Agreement clean and clear of all rubbish, junk, inoperative equipment, and debris. If, after a written notice and cure period is issued by the City the area is not cleaned, the City may have the premises cleaned with the cost plus any applicable administrative fee per the current Airport schedule of rates, fees and charges being due and payable from the Tenant.
- c. No Person shall cause debris to be left within the AOA in such manner as may pose a risk to Persons or to the operation of Aircraft. All Persons with access to the AOA shall keep the same clear of Foreign Object Debris (FOD) by collecting and disposing of debris in covered containers to prevent potential engine intake or damage to Aircraft.

III. Animals

- a. Animals must be permitted to be in the Terminal must be restrained by a leash, harness, or other similar means of control.
- b. No Person shall enter the AOA with an animal unless the animal is restrained by a leash, harness or container at all times, except that supervised animals used in law enforcement, search and rescue, and wildlife management may be permitted in the AOA without actual physical control. Owners of animals shall immediately collect and properly dispose of their animal 's solid waste.
- c. The City may designate one or more pet relief areas in the immediate vicinity of the Terminal and, if so designated, all Persons shall abide by the designation.
- d. No Person shall feed or encourage the congregation of birds or other animals on the Airport.

IV. Firearms and Explosive Devices

- a. Firearms are prohibited at the Airport unless authorized under the State of Missouri law and ordinances, rules, and regulation of the City. -
- b. Persons at the airport cannot possess any explosive device or any hoax device. This restriction on explosives does not apply to individuals engaged in wildlife management in accordance with a wildlife hazard management plan or as authorized by the City. This restriction also does not apply to the possession and use of explosive devices in connection with the construction of public infrastructure, the design, manufacture, repair, refurbishment, or operation of Aircraft. For purposes of these Rules and Standards, a hoax device includes any object that could cause a Person to reasonably believe that the object is or contains an explosive device.

V. Hunting

Persons cannot hunt, pursue, trip, catch, injure, or kill any animal at the Airport. This restriction does not apply to individuals engaged in wildlife management in accordance with a wildlife hazard management plan, or as authorized by the City Manager.

VI. Vandalism and Damage to Airport Property

Persons cannot destroy, injure, damage, or deface in any way public property located on the Airport. Any Person causing or liable for damage of any nature shall report such damage to the City and, upon demand by such office, must reimburse the City for the full amount of the damage plus any applicable administrative fee per the current Airport schedule of rates, fees and charges due and payable upon demand.

VII. Residential Use

Building, facilities, or other structures at the Airport cannot be used for residential use as determined by City building codes. This restriction does not apply to short term use of flight crew quarters, pilot resting facilities, and similar facilities designed and used for temporary occupancy.

VIII. Non-Aeronautical Property Storage

Hangars, T-hangars, or similar structures at the Airport designed for the storage of or use by Aircraft, and exterior areas surrounding any such structure, cannot be used for the storage of vehicles or property not related to the use, operation, or maintenance of Aircraft in accordance with all applicable FAA Regulations, including the FAA Hangar Use Policy, and the Airport Hangar Leasing guidelines. This prohibition includes, without limitation, storage of motor vehicles, recreational vehicles, motorcycles, motorized recreational vehicles, boats and similar floating devices, personal non-aeronautical items, construction materials, and non-airworthy aircraft unless they are being actively repaired/refurbished in the sole discretion of the City. The City has the right of inspection, upon demand, to ensure compliance with this provision. Any prohibited item must be removed upon reasonable notice by the City and, if not removed as directed, may be removed by the City at the Tenant's sole expense, the cost of which will be invoiced to the Tenant, due and payable upon demand. This prohibition does not preclude the storage of vehicles on a temporary basis while the occupant is traveling in an Aircraft stored in the structure. The

intermittent storage of incidental equipment that does not impede the access or egress of Aircraft in and out of the hangar may be allowed with the approval of the City.

SECTION B. -- AIRCRAFT OPERATIONS

I. General Responsibilities

- a. The operation of Aircraft at the Airport must comply with FAA regulations; Missouri law; directives and orders of the airport traffic control tower; TSA regulations; and with these Rules and Standards. Persons operating Aircraft are responsible for the safe operation of their Aircraft and the safety of others exposed to such operation.
- b. All Aircraft operating at the Airport must display on board the Aircraft a valid airworthiness certificate to the extent required and issued by the FAA or appropriate foreign government, and further shall display on the exterior of the Aircraft a valid registration number as may be issued by the FAA or appropriate foreign government.
- c. All Aircraft operated/stored at the Airport must be registered under 14 CFR part 47.
- d. Upon request, the Aircraft Operator must produce an operator's license and airworthiness certificate, to the extent an operator's license or airworthiness certificate is required by the FAA or appropriate foreign government.
- e. No Person may operate Aircraft at the Airport in a reckless or negligent manner; in disregard of the rights and safety of others; without due caution and circumspection; or at a speed or in a manner which endangers, or is likely to endanger, persons or property. No Person shall operate Aircraft constructed, equipped, or loaded in such a manner as to endanger, or to be likely to endanger, persons or property.
- f. In addition to any other penalties prescribed by these Rules and Standards or that may be imposed by FAA for the same conduct, the City Airport Manager may restrict access to the Airport by (i) any Person who has been found by the FAA to have violated applicable FAA regulations concerning the operation of Aircraft, where such violation would, in the sole judgement of the City Airport Manager, present a real and immediate danger to the safety of persons or property on the Airport; or (ii) who has been found by the City to have violated the preceding provision of the Rules and Standards concerning the safe operation of Aircraft on the Airport.
- g. As provided in FAA regulations and Missouri law, no Person shall operate or have actual physical control of any Aircraft while under the influence of alcohol, illegal drugs, or other illegal controlled substances. This provision is intended to provide an additional mechanism to ensure safe aircraft operations by requiring compliance with FAA regulations, currently found at 14 C.F.R. § 91.17, and Missouri law. This provision is not intended to create new or different standards than provided in FAA regulations or Missouri law.
- h. No Person shall have in his possession while in the cockpit of any Aircraft any bottle or receptacle containing any alcoholic beverage which has been opened, or the seal broken, or the contents of which have been partially removed.
- i. Any Aircraft owner or operator causing damage to City property, as determined by the City Manager shall be fully liable to the City for repair of any such damage on a timely basis,

plus any administrative fee per the current Airport schedule of rates, fees and charges, due and payable upon demand, in addition to any other penalties prescribed herein.

- j. Snow removal by the City will be limited to those areas identified in the Airport Snow and Ice Control Plan, on file in the Airport Office. Snow removal in Lease Premises is the responsibility of the Tenant unless stipulated otherwise in an Agreement. Snow removal by Tenants must not impede the ground movement of Aircraft and Ground Vehicles; be deposited in space that will require the City to conduct additional removal; create a hazard to air navigation; cause a risk of engine ingestion; or otherwise present a risk to Persons or property.

II. Parking, Ground Movement and Engine Run-Up

- a. Aircraft cannot be parked or stored at the Airport except in areas designated for such purposes. Aircraft Operators are solely responsible for properly securing the Aircraft while parked or stored to avoid damage to other Aircraft or buildings and for maintaining the Aircraft in a safe and mobile condition.
- b. eVTOL Aircraft may only operate in designated areas. Operators must submit to the City operating procedures supporting the safe movement of passengers. Written approval of all such plans must be received prior to operation of eVTOL Aircraft on the Airport. The City reserves the right to charge operators for the use of Airport facilities.
- c. No Aircraft shall be left unattended on the Airport unless it is in a hangar or adequately secured on a designated Aircraft parking ramp or Common Use Areas of the Airport.
- d. All Airport users shall have the right in common with others so authorized to use Common Use Areas of the Airport. Common Use Areas shall be kept clear and available for Aircraft traffic to comply with intended use. No one shall use any Common Use Area for parking or long-term storing of Aircraft, equipment, or vehicles. Common use designations may be changed from time to time by the City Airport Manager.
- e. Aircraft shall not be parked so as to block movement on taxiways, taxilanes, public ramps, or in Common Use Areas, or, parked in such a manner to prevent access to a hangar or hangar vehicle parking area. At the direction of the City the operator, owner, or pilot of any illegally parked Aircraft on the City shall move Aircraft to a legally designated parking area on the Airport. If the operator refuses to comply with such direction, the Airport may have the Aircraft towed to such designated area at the owner's or operator's expense, plus any administrative fee per the current Airport schedule of rates, fees and charges due and payable upon demand.
- f. Tenants shall park and store all Aircraft and equipment used for their operations within their Lease Premises only unless alternative arrangements for such parking or storage are agreed to in writing.
- g. Abandoned Aircraft are not allowed in the Common Use Areas on the Airport. The City Airport Manager may cause Abandoned Aircraft to be removed at the sole risk and expense of the Aircraft owner or operator. Aircraft in any active stage of manufacture, repair, or refurbishment are not considered abandoned provided that the Aircraft is under the care, custody, and control of a Person and there is evidence of completing or restoring the Aircraft to an airworthy condition in a timely manner. A timeline of completion may be required.

- h. Non-airworthy Aircraft are not allowed within the tie-down or ramp areas. Aircraft in any inactive state of manufacture, repair, or refurbishment, as defined in the FAA Hangar Use Policy and clarified with an agreement related to timelines for reactivation with the Airport, may not be parked within a Tenant's Lease Premises.
- i. Aircraft Operators must obey or comply with all pavement markings, signage, and lighted signals.
- j. No Person shall taxi an Aircraft until the Person has ascertained by visual inspection of the area that there will be no danger of collision with any Person or object in the immediate area.
- k. Fixed wing Aircraft must take off or land from designated runways and in full compliance with FAA regulations and airport traffic control tower instructions.
- l. Passengers and cargo must enplane/deplane only in designated areas.
- m. Run-up of jet, turboprop, or piston engines shall be performed only in the areas designated for such purpose to include sound and/or foreign objects and debris mitigation improvements and during approved hours.
- n. No Person owning, controlling or operating any Aircraft shall start, operate, or allow the Aircraft's engine to run, or allow the same to be started, operated, or run unless a licensed operator is in the Aircraft attending the Aircraft's controls. A portion of aircraft run-up for testing, maintenance, and pre-flight checks may be conducted without an operator at the controls so long as the run-up occurs in a designated area, all safety precautions prescribed by FAA regulations and best industry practices are employed, and the Aircraft is incapable of moving during the period an operator is not at the controls.
- o. Aircraft shall not be started within any structure on the Airport, provided that Aircraft and aircraft engines may be started in structures on the Airport during research and development, manufacture, and/or repair.
- p. No Person shall start the engine of any aircraft unless the wheels of said Aircraft are then chocked or unless adequate brakes thereon have been actuated.
- q. Positioning, starting, or taxiing of Aircraft shall be done in such a manner so as not to cause jet blast or prop wash that may result in injury to Persons or damage to property.
- r. Helicopters cannot operate within fifty (50) feet of any building or a fixed wing Aircraft and must operate only from designated areas .
- s. Aircraft cannot operate on pavement designed solely for Ground Vehicle or pedestrian traffic.

III. Aircraft Accidents/Incidents

- a. The pilot of an aircraft involved in an accident or incident on the Airport must report the accident or incident to the Airport Management immediately. In turn, Airport Management may report the accident or incident to the National Transportation Safety Board and the FAA Flight Standards District Office, depending on the threshold limitations established by the NTSB or FAA. In the event said pilot is not able to make such report to the Airport, the Airport, the owner of the aircraft or his/her agent shall make such report. The National Transportation Safety Board or FAA will follow-up with the pilot as part of their investigation.

- b. In the event of an accident on the Airport, the City, through the Airport Management or other appropriate entity may, upon receipt of removal authority from the FAA Regional Operations Center or National Transportation Safety Board, direct the owner, pilot or authorized insurance company to make arrangements to have the Aircraft moved and, if not completed within a reasonable period of time as defined by the City, contract for the damaged aircraft to be moved from the landing areas, ramps, aprons, or other areas at the sole expense of the owner, plus any administrative fee per the current Airport schedule of rates, fees and charges, due and payable on demand and without liability to the Airport for damage resulting from such moving.
- c. City property damaged or destroyed by accident or otherwise shall be repaired or replaced at the expense of the parties responsible.
- d. The pilot or owner of any Aircraft that sustains material damage affecting the airworthiness of the Aircraft while conducting operations on the Airport must immediately notify Airport Management.

IV. Airport Closure

- a. The City Airport Manager may, at any time, close the Airport, or any portion thereof, to air traffic; delay or restrict any flight or other Aircraft operation; and/or deny the use of the Airport or any portion thereof when necessary, in the interest of safety and security, including without limitation in the event of Aircraft incidents and accidents and certain airfield surface conditions. Upon approval by the FAA, the City Airport Manager shall have the right to temporarily close sections of the Airport for Special Aeronautical Events. In the event the City Airport Manager believes the condition of the Airport to be unsafe for landings or take offs, he or she may issue, or cause to be issued, a Notice to Airmen closing the Airport or any portion thereof.

V. Self-Service

- a. A Person may service an Aircraft that the Person owns; Aircraft that the Person has under its exclusive care, custody, and operational control pursuant to a long-term lease or other agreement; or Aircraft that are under the care, custody, and control of a Person during manufacturing and warranty work. Self-Service includes the right to tie down, adjust, repair, refuel, clean, and otherwise service an Aircraft. See FAA Order 5190.6c.
- b. Each Person engaged in Self-Service must have the requisite training and/or certification as required by the Rules and Standards and FAA regulations. Licensed pilots are permitted to perform preventive maintenance in accordance with 14 C.F.R. Part 43. The City may request validation of such licensing or certification.
- c. Aircraft managers, co-ops, or hangar associations are not the owner or lessee of an Aircraft, and each such Persons are not permitted to Self-Service. Flying Clubs and fractional Aircraft owners pursuant to 14 CFR Part 91 are permitted to Self-Service Aircraft. Aircraft manufacturers are permitted to Self-Service Aircraft under their care, custody, and control prior to delivery to customers and during warranty periods. Carriers are permitted to Self-Service Aircraft that may be owned or leased by an air carrier with a separate legal identity from the carrier and providing scheduled or charter passenger service at the Airport in accordance with a contract or agreement with the carrier.

- d. Self-Service limitations do not apply to pumping gas at a commercial, permitted or City operated self-service pump. This activity may occur without additional regulatory oversight.
- e. Educational institutions are allowed to Self-Service Aircraft used in a certified aviation educational program.
- f. Self-Service may be conducted by the United States military for all United States military Aircraft.
- g. Self-Service may be conducted only by the Aircraft owner or operator, including an employee or contractor of the Person who owns the Aircraft. The City may require evidence of employment, such as a copy of the employee's W-2 Statement or evidence of a contract.
- g. The City may choose to designate areas on the Airport where Aircraft owners and operators may engage in Self-Service.

VI. Cleaning, Painting and Maintenance of Aircraft

- a. Aircraft maintenance must occur within hangars or in common areas designated by the City, provided such activity does not pose a fire or safety hazard, complies environmental requirements, and does not impede movement of other Aircraft in the area.
- b. Aircraft painting must occur only in designated areas approved for that activity by the City with all required environmental permits. Outdoor Aircraft painting is prohibited. Tenants are solely responsible for obtaining all local, State, or Federal environmental permits.
- c. Aircraft cleaning and maintenance must occur only in the areas and in the manner prescribed by the City and in compliance with the Airport Storm Water Management Plan. Under no circumstances is maintenance that involves hazardous materials to be performed in areas that do not contain oil/water separators or other approved methods of fluid collection.

VII. Limits on Aeronautical Activities

- a. The following types of Aircraft and other aerial devices may not operate at the Airport without Approval of the City:
 - 1) Ultralight Aircraft.
 - 2) Kites, model airplanes, tethered or non-tethered balloons, rockets and similar aerial devices.
 - 3) Non-commercial Unmanned Vehicle Operations.
- b. Use of any portion of the Airport as a designated drop zone for parachute jumping or skydiving must be approved in advance following review by the Flight Standards District Office and in compliance with best practices provided by United States Parachute Association (USPA) in their Skydiver's Information Manual (SIM) and FAA Order AC 105-2D or its successor. In no event shall parachutes drop zones be located within 1,500' of any runway or runway approach.
- c. Commercial Unmanned Aerial Vehicles operated at or within the confines of the Airport must meet all preauthorization requirements applicable and be operated in accordance with Section 107, including LAANC or other applicable notification requirements. Operations requiring a Letter of Authorization by the Airport must be arranged no less than

14 days in advance of the operation. A waiver of this requirement may be provided for public agencies or public agency contractors in emergency conditions.

- d. The City may seek review by the FAA upon receipt of an application to conduct the foregoing Aeronautical Activities or another Aeronautical Activity not then occurring on the Airport. In the event that the City grants approval to conduct an Aeronautical Activity, the written approval shall be in the form of a directive authorizing the applicant and other similarly situated Persons the right to conduct the Aeronautical Activity and prescribing specific conditions on use of the Airport for the Aeronautical Activity. The authorized Aeronautical Activity shall be conducted in conformity with such directive, all applicable requirements contained in FAA regulations, and any other conditions as may be imposed by the airport traffic control tower.

SECTION C. -- FUELING AND ENVIRONMENTAL PROTECTION

I. General

- a. All aviation fuels and oils for sale on Airport property must be dispensed only by Persons so authorized in an Agreement. No Persons may sell, transport, store, dispense, or otherwise introduce fuels and oils onto Airport property without an Agreement.
- b. For purposes of this section, 'Permittee' means the owner or exclusive operator of an Aircraft authorized to self-fuel pursuant to a Self-fueling Permit or Agreement.

II. Aircraft Fueling Operations

- a. All fuel handling and dispensing on the Airport performed as Self-Service must comply with the following:
 - 1. FAA Advisory Circular 150/5230-4B (Aircraft Fuel Storage, Handling and Dispensing on Airports).
 - 2. FAA Advisory Circular 00-34A (Aircraft Ground Handling and Servicing).
 - 3. National Fire Prevention Association (NFPA)'s Code No. 407 (Standard for Aircraft Fuel Servicing); and Code No. 30 (Flammable and Combustible Liquids Code).
 - 4. Air Transport Association Specification 103 (Standards for Jet Fuel Quality).
 - 5. Underwriters Laboratories 2085 (Protected Aboveground Tanks for Flammable and Combustible Liquids)
 - 6. All applicable State of Missouri rules and regulations
- b. Each Fueler operating under a Self-Service provision, must provide the City with a comprehensive quality control and management plan identifying quality control procedures and qualification and training of personnel to be used in the Self-Service Aircraft fueling operations.
- c. Each Fueler must also provide all applicable insurance required by its Agreement and agrees to indemnify and hold harmless the City from environmental contamination, injury to Persons, or damage to property.
- d. Self-Service includes self-fueling for qualified Persons. In order to engage in self-fueling, the Person must have such right granted in an Agreement. Self-fueling shall be subject to the Storage Tank Agreement and the Rules and Standards. No Person is required to self-fuel.
- e. The transportation of fuel onto the Airport, via truck or otherwise, for the purpose of

direct Aircraft fueling is strictly prohibited. This provision does not apply to the various fuel companies that make aviation fuel deliveries at the Airport into storage tanks approved in accordance herewith nor, shall this provision apply to Aircraft involved in disaster recovery efforts authorized by Federal, State, and Local governmental entities. No truck-to-truck (fuel transport truck to aircraft fuel service truck) operations are allowed.

- f. No Aircraft shall be fueled while one or more of its engines are running, except under procedures approved by the FAA and consistent with proper safety procedures.
- g. No Aircraft shall be fueled or de-fueled while passengers are on board the Aircraft unless a properly trained crew member is on board.
- h. All fueling operations must be conducted at least fifty (50) feet from any hangar or building, and fueling trucks must be pointed away from fueled Aircraft and have a clear route of egress in case of emergency.
- i. Smoking or lighting of an open flame is not allowed within one hundred (100) feet of any fueling operation. No Person shall use any material during fueling or de-fueling of Aircraft which is likely to cause a spark or be a source of ignition.
- j. No Person shall operate any radio transmitter or receiver or switch electrical components on or off in an Aircraft during fueling or de-fueling except those systems that may need to be operated by a crew member during fueling operations.
- k. Dispensing equipment and receiving equipment such as refueling trucks, fuel farms, and Aircraft must remain grounded during fueling operations of any kind to neutralize electrical discharge potential.
- l. Fueling and defueling operations must be conducted with adequate fire extinguishers immediately available. All extinguishers shall be inspected and certified, as required by law, and all Fuelers shall be properly trained on the use of fire extinguishers.
- m. All fuel dispensing equipment, hoses, funnels, or apparatus used in fueling or defueling must be maintained in good condition and be properly grounded in accordance with FAA and NFPA guidelines, and in compliance with the Federal Water Pollution Control Act.
- n. Fuel hoses and equipment must be maintained in a safe, sound, and non-leaking condition.
- o. Trained personnel must be present during the entire fueling operation of an air carrier aircraft in accordance with 14 C.F.R. Section 139.321.
- p. MOGAS must be dispensed on the Airport into Aircraft certified for its use and in accordance with all applicable FAA and industry guidelines as well as federal, state, and local laws and regulations relating to fuel handling and storage.

III. Training

- a. Employees of all Fuelers and agents handling aviation fuels at the Airport must be properly trained as required by 14 C.F.R. § 139.321. Separate fuel safety training programs are required for supervisors and line service personnel.
- b. Every fueling agent must have completed an FAA authorized aviation fuel training course in fire safety. Each individual must be trained prior to initial performance of duties and receive recurrent instruction at least every twenty-four (24) consecutive calendar months.
- c. All other employees who fuel Aircraft, accept fuel shipments, or otherwise handle fuel

must receive at least initial on-the-job training and recurrent instruction every twenty-four (24) consecutive calendar months in fire safety from a trained supervisor.

- d. Training for employees may also be completed through the use of an approved line service fuel safety course.
- e. Fuelers must maintain a copy of the certificate of completion for any employees completing the required fuel safety training for twelve (12) consecutive calendar months. Certificates shall comply with the requirements of FAA Advisory Circular 150/5230-4B at Chapter 4, Section 3.
- f. Self-service Fuelers must provide the City with written confirmation once every twelve (12) consecutive calendar months that the training required by 14 C.F.R. § 139.321(e) has been completed.

IV. Fuel Storage

- a. No fuel storage or dispensing equipment shall be installed or used at the Airport without the prior written approval of the City. Only those Tenants having fuel storage rights specified in their Agreement are eligible for fuel storage. The City retains proprietary authority regarding fuel storage facilities based on best planning practices including a stated desire to limit fuel storage to a centralized distribution farm.
- b. All fuel storage or dispensing equipment must comply with FAA and NFPA requirements, be maintained in a safe and non-leaking condition, and be installed and maintained at the sole expense of the Fueler.
- c. All storage tanks must be located above ground (i.e., less than 10% of the total volume of the storage and delivery system to be underground) and made to comply with current environmental requirements, and adapted to meet future requirements, of federal, state, and local laws and regulations relating to fuel storage, and must be operated in accordance with FAA Advisory Circular 150/5230-4B, NFPA 407, and the National Air Transportation Association's Refueling and Quality Control Procedures for Airport Service and Support Operations, as each may be amended or superseded.
- d. Existing private storage and distribution systems may remain until the Agreement with the City to operate such facilities expires or the owner removes or abandons the facility. The owner shall not expand the product capacity or number of storage tanks in existing facilities without the Approval of the City. Establishment of any new fuel storage facilities at the Airport must be in accordance with current federal, state, and local environmental and safety regulations and policy.
- e. All fuel must be stored in and dispensed from facilities located in areas designated by the City. The City must approve the location, design, and construction of any new fuel storage or fuel dispensing facility and reserves the right to require that the fuel storage tanks be located in a consolidated location that includes approved containment provisions. Proposals for additional or new fuel storage or dispensing facility locations not shown on the FAA-approved airport layout plan will not be approved until such time as a change can be submitted to and approved by the FAA.
- f. New fuel storage facilities must comply with the requirements for secondary containment as prescribed in federal and Missouri law.
- g. Fuel storage equipment must include automatic metering, recording, and ticket printing devices, or electronic conveyance system that maintains and produces accurate

receipts of fuel received and dispensed from the facility and that are properly calibrated. Specifications for metering equipment shall be submitted to the City for review and approval. All approved systems will provide an accurate and reliable audit trail for administrative requirements and leak detection purposes.

- h. Distribution of fuel into aircraft shall be via mobile or stationery pumping equipment. Storage sites shall provide adequate access and circulation pavements to accommodate both the fuel delivery tanker and the Aircraft refueling vehicles. All pavements subject to heavy tanker delivery truck traffic and fuel spill potential must be appropriately designed and constructed by the Fueler.
- i. Each fuel storage facility must include, at a minimum, an eight-foot chain link fence around the perimeter and a locked gate and adequate lighting as prescribed in the Airport Security Program or required by the City.
- j. Fuel storage is not allowed in Aircraft storage or maintenance hangars.
- k. The use of mobile or portable tanks for the storage of aircraft fuel or other flammable or combustible liquids must be in accordance with applicable fire codes. Storage of fuel in mobile tanks, trailers, or trucks is prohibited, unless such trucks or mobile tanks are secured, when not in use, within approved containment or another location specified in a written Agreement between the City Manager and the mobile tank owner.

v. Fuel Spills

- a. Fuelers must prepare, maintain, and implement an SPCC Plan, except to the extent the Fueler’s fueling operations are covered by the Airport SPCC Plan.
- b. Cleanup methods must be consistent with the applicable SPCC Plan and must be approved by the City Manager.
- c. Fuelers must provide adequate procedures to prevent and limit fuel spills and shall develop fuel spill contingency plans including notification and clean-up procedures.
- d. Fuelers must maintain an adequate supply of fuel absorbent materials readily available to respond in the event of a fuel spill. Fuelers must have, at a minimum, enough fuel absorbent materials to respond to a fuel spill of up to ten (10) gallons.
- e. Each Fueler is fully responsible for the cost of whatever cleanup and/or monitoring is required due to fuel spillage or leakage from their facilities and equipment.
- f. In the event of a fuel spill larger than 10 feet in any direction, 50 feet in area, continuous flow, and/or hazard to person or property, the following safety procedures must be followed:
 - 1. Fueler must immediately notify 9-1-1 and then Airport Operations.
 - 2. Fueler must take immediate action to begin containment and clean-up operations and prevent fuel from entering any storm or other drain system.
 - 3. Fuel delivery devices and other vehicles must not be moved or operated in the vicinity of the spill until the spillage is contained and removed. A fireguard must be promptly posted at any such spillage site and remain until relieved as authorized by the City Manager.
 - 4. All contaminated absorbent material must be placed in DOT-approved metal containers and disposed of by the Fueler at Fueler’s sole expense in compliance with all applicable federal, state, and local laws.
 - 5. Where spills occur that are larger than Fueler can adequately handle, Fueler must

obtain the clean-up services of an approved hazardous material contractor. Airport Operations will direct the recovery operations with the contractor and Fueler and the safe handling of residual fuel after recovery.

6. Fuelers are liable for all costs associated with the control, containment, clean-up, disposal, fines, and any damages that result from the spill or clean-up operations. If Fueler fails to promptly undertake remediation activities in response to a spill or discharge, the City may, but is not obligated to, perform such remediation. Any costs incurred by the City associated with assessment and cleanup of the spill, any administrative fee per the current Airport schedule of rates, fees and charges, shall be paid upon demand by Fueler. Failure to do so will result in the immediate termination of the Fueler's Agreement. In the event of termination, the Fueler remains responsible for all actions conducted under the Agreement.
7. Copies of all reports submitted to any federal, state, or local agency relating to such spill must be provided to the City Manager at the time submitted to such agency.

VI. Fuel Servicing Vehicles

- a. Any mobile fueling vehicles and their systems used in authorized self-fueling operations must be maintained and operated in accordance with Environmental Protection Agency (EPA), federal, state, and local regulations, codes and ordinances covering fuel dispensing on airports; FAA Advisory Circular 150/5230-4B; and NFPA 407.
- b. Each fueling vehicle must be conspicuously marked, per NFPA 407, in letters of contrasting color, with the word "flammable" on both sides and rear of the cargo tank in letters of at least six (6) inches high, and with the wording "emergency shut off" and other appropriate operating instructions required at the emergency operating devices in letters at least two (2) inches high. Each fueling vehicle will also be conspicuously marked on both sides and rear with the type and grade of fuel it contains in appropriate color schemes.
- c. Fueling vehicles must use only the entrance, exit, and route designated by the City during the transportation and delivery of fuel to, from, and on the Airport.
- d. Trained fueling personnel must be of sufficient number to safely operate the fuel storage and dispensing systems and perform periodic checks and inspections essential to their proper functioning. All fueling facilities and fueling vehicles may be inspected on a quarterly basis by City staff or authorized personnel. Fuelers must address any and all deficiencies reported in any quarterly inspection.

VII. Self-Fueling

- a. No Person shall engage in self-fueling unless and until a Self-fueling Permit, or alternative Agreement authorizing such activity, has been obtained from the City. The requirement to seek and obtain a Self-fueling Permit does not apply if self-fueling operations are authorized and addressed fully in an existing Agreement or the self-fueling facility provided or permitted by the City.
- b. To obtain a Self-fueling Permit, an applicant must provide evidence of ownership or lease for every Aircraft for which self-fueling privileges are requested.
- c. Aircraft manufacturers are permitted to self-fuel Aircraft under their care, custody, and

control prior to delivery to customers and during repair and warranty work. The City may recognize this right in a Self-fueling Permit without requiring identification of individual Aircraft.

- d. Applicants for a Self-fueling Permit must pay a Permit fee as may be required by the City.
- e. Permittees engaged in self-fueling must provide the City Manager with a current list of owned or leased Aircraft verifying sole ownership by the owner, or that the lessee is the sole lessee of said Aircraft.
- f. Permittees may not sell, trade, or otherwise transfer fuel, oil, or other petroleum products to any other aeronautical user on the Airport.
- g. To obtain a Self-fueling Permit, an applicant must provide evidence that it is a Tenant in good standing at the Airport pursuant to a Lease or sub-lease and, in the event the applicant is a sub-lessee, must further provide evidence that the sublessee expressly has authorized the applicant to self-fuel on the leasehold.
- h. An Applicant shall procure and deliver to the City with the application for a Self-fueling Permit, a current, original Certificate of Insurance acceptable to the City showing insurance coverage for the duration of the permit for at least the amounts specified by the Airport Minimum Standards.
- i. The term of a Self-fueling Permit shall be no longer than the term of Permittee's lease or sublease at the Airport.
- j. Permittee may only fuel Aircraft identified on the Self-fueling Permit. No other Aircraft may be fueled by Permittee. It is the sole responsibility of the Permittee to advise the City when there is a change in Aircraft to be covered under the Permit. Failure to do so, may result on the termination of the Permit.
- k. Permittee shall ensure that only Persons employed or contracted by Permittee are involved in self-fueling and that all employees handling fuel are trained in accordance with Subsection III above. Permittee may be required to show proof that the Person fueling an Aircraft is an employee of Permittee, such as by providing a copy of the employee's W-2 Statement or for contract employees, other similar verification. Permittee shall submit to the City evidence of training in safety procedures received by each Person who will conduct aviation self-fueling operations and shall provide to documentation verifying all required certifications and required recurrent training before self-fueling activities may take place.
- l. Permittee shall dispense aviation fuel only on Permittee's approved leasehold.
- m. Permittee cannot park fueling vehicles overnight at the Airport without prior written authorization by the City.
- n. Permittee may terminate the Self-fueling Permit upon thirty (30) calendar days written notice to the City. Permittee shall remain fully liable for all actions prior to the termination date.
- o. The City may revoke the Self-fueling Permit upon ten (10) calendar days written notice to the Permittee, and the City may terminate the Self-fueling Permit immediately with written notice in the event of an emergency, for any of the following reasons:
 - 1. Non-compliance with the Rules and Standards.
 - 2. Failure to maintain the required insurance.
 - 3. Failure to pay any part of the fuel flowage fees due after such payments become

- due and payable to the City.
4. Failure to repair any damage to the fuel storage facility within the time specified by the City.
 5. Fueling an Aircraft that is not listed on the Self-fueling Permit.
 6. Aircraft fueling by individuals who are not employees or contractors of Permittee.
 7. Discontinuation of fueling operations by Permittee for a period of one hundred eighty (180) consecutive calendar days.
 8. Failing to report a fuel spill as required and in the manner required by the State and Federal governments.
 9. Any violation of Missouri environmental law or regulation or Federal laws and regulations related to fuel storage and dispensing.
- p. Permittee has the opportunity to appeal the revocation of a Self-fueling Permit in accordance with Subdivision I, Section C(II) hereof. Upon termination, Permittee may not reapply for a Self-fueling Permit for a period of one calendar year from the effective date of the termination.
- q. Permittee agrees to assume liability in connection with fuel storage, handling, and dispensing, and to indemnify, hold harmless, and defend the City, on terms prescribed by the Self-fueling Permit.
- r. A Self-fueling Permit is not assignable or transferable. Permittee cannot enter into any Agreement to transfer any of Permittee's privileges under the Self-fueling Permit whereby other Persons share in the privileges or services authorized by the Self-fueling Permit.

VIII. Fuel Flowage Fee

- a. A fuel flowage fee is established and subject to change by the City. All Fuelers must pay to the City the then-current fuel flowage fee for each gallon of aviation fuel delivered to the Fueler or self-fueling Person, except in the event that the amount of the fuel flowage fee shall be designated in an Agreement.
- b. Each Fueler shall submit payment to the City for all fuel delivered within thirty (30) calendar days after the date of the delivery. Each Fueler shall submit a statement signed by an officer or employee of the Fueler following delivery, which sets forth the total number of gallons of fuel delivered, by category. Fuelers shall be required to provide monthly reports of fuel dispensed by category by Aircraft within ten (10) calendar days after the end of the month.
- c. The obligation to pay a fuel flowage fee is in addition to any other rates, fees, and charges established by the City or any fuel tax(es) imposed by an authorized taxing authority.
- d. Small self-fueling operations, including the transportation of portable gas cans, shall be subject to the fuel flowage fee. Prior to transporting portable gas cans onto the Airport, users shall declare the amount and number of gas cans transported and pay the appropriate fee. This section is intended to comply with the FAA's requirement that all similarly situated users shall be subject to similar fees.

IX. Flammable and Volatile Liquids and Gases

- a. Persons who intend to use flammable or volatile liquids on the Airport and/or self-fuel Aircraft must comply with the standards and requirements of the National Fire Protection Association (NFPA) 407 (Standard for Aircraft Fuel Servicing) and FAA Advisory Circular 150/5230-4B (Aircraft Fuel Storage, Handling, Training and Dispensing

on Airports), as each may be amended or superseded.

- b. The procedures and precautions outlined in this subsection must be followed in all cleaning, painting, manufacturing, and refurbishing operations using flammable and volatile fluids, including the storage of such fluids.
- c. Persons conducting aircraft fuel system maintenance must comply with the standards and requirements of NFPA 410 (Standard on Aircraft Maintenance), as the same may be amended or superseded.
- d. No Person shall use flammable or volatile liquids having a flash point of less than 100 degrees Fahrenheit for any purpose other than fueling.
- e. Cylinders or flasks of compressed flammable gases used for aeronautical purposes must be stored external to occupied buildings and hangars in devices approved for such storage. Cylinders and flasks may be stored inside hangars or occupied buildings only if they are secured in a designated area with adequate fire protection systems as Approved by the City. Aircraft oxygen bottles and FAA approved aircraft heaters are exempt.

X. Toxic Substance Disposal

- a. Fuels, deicing fluids, oils, dopes, paints, solvents, acids, and other hazardous materials cannot be disposed of or deposited directly or indirectly into drains, on the ramps, taxilanes, taxiways, runways, catch basins, ditches (on or adjacent to the Airport), or elsewhere on the Airport. Used engine oil must be disposed of at EPA designated or approved off-Airport receivers or as approved by the City. This provision shall not apply to products, particularly de-icing products, designed or manufactured to be applied without environmental implication.
- b. Floors, walkways, and paved surface areas in buildings must be kept free of oil solvents or other fluids that may cause injury. The use of volatile, flammable solvents for cleaning floors is prohibited. Drip pans and other appropriate fluid catchment/holding devices or methods shall be used when necessary.

XI. Sanitation and Hazardous Waste Management

- a. No Person shall use, handle, treat, store, or transport hazardous materials on or at the Airport, except as reasonably necessary in the ordinary course of the Person's authorized activities on the Airport and only if such hazardous materials are properly labeled and contained, and notice of and a copy of the Material Safety Data Sheet is provided for each such hazardous material.
- b. No Person shall use, handle, treat, store, or transport hazardous materials at, in or on the Airport at such time or place or in such manner or condition as to create an unreasonable risk of harm to persons, property, or the environment.
- c. All personnel whose duties and responsibilities involve the handling and storing of hazardous substances and materials must have received proper training, in accordance with Occupational Health and Safety Administration regulations.
- d. No Person shall discharge, dispose, or release any hazardous materials, wastes, or substances on the Airport or surrounding air, lands, or waters. In the event of a release, the responsible party promptly shall notify the City Manager and any federal or state agency, as applicable.
- e. All Persons shall comply fully with the Airport Storm Water Management Plan (SWPPP)

and any applicable National Pollutant Discharge Elimination System (NPDES) permit.

- f. The storage of waste materials and trash at the Airport is prohibited unless placed in receptacles provided for such purposes.
- g. All outdoor trash or garbage containers must be covered. Such containers shall be located only in those areas approved for such use on the Lease Premises.
- h. No Person may burn refuse at the Airport.
- i. All Persons using commercial trash receptacles are responsible for the cleanliness of the trash collection site.
- j. All vehicles used for hauling trash, dirt, or other refuse materials on the Airport must prevent their contents from dropping, shifting, leaking, or escaping.
- k. No Person shall dispose of any fill or building materials or any other discarded or waste materials on the Airport.
- l. Lubricating oils and hazardous liquids shall be disposed of in compliance with federal, state, and local law.
- m. Responsible Persons are liable for the cost to remediate the release of any hazardous substances on the Airport. If the responsible Person fails to promptly undertake remediation activities in response to the release of any hazardous substance, the City may, but is not obligated to, perform such remediation. Any costs incurred by the City associated with assessment and cleanup of the release plus administrative fee per the current Airport schedule of rates, fees and charges and the total shall be paid upon demand by the responsible Person.
- n. The City may at any time to access any portion of the Airport for the purpose of conducting inspections, sampling, and other testing to determine the nature and extent of contamination on or under the property. Access to Lease Premises shall be granted upon request or on demand in the event of an emergency.

SECTION D. -- GROUND VEHICLES, PEDESTRIANS AND PARKING

I. Pedestrian Access

- a. No Person may travel on exterior areas within the Airport other than on roads, sidewalks, or other marked rights-of-way provided for such purpose. Specifically, no person may walk along the Airport fence, except in approved or designated areas.
- b. No Person shall prevent or restrict any other Person's passage to, from, and within the Airport, except for authorized conduct of federal, state, and local law enforcement officers, TSA officers, and Airport employees.
- c. No Person shall interfere with safe operation of an Aircraft landing, taking off from, or operating on the Airport.
- d. Landside
 - 1. Traffic laws of the State of Missouri and the City of Lee's Summit shall apply to the public streets, roads, and vehicular parking areas on the Airport. All traffic, informational, and warning signs shall be obeyed.
 - 2. No vehicle, whether for hire or otherwise, shall load or unload passengers or baggage in any area on the Airport except as designated for such purpose by appropriate signs or markings. Vehicles for hire shall be required to comply with

all licensing and permitting requirements as determined solely by the City and pay all applicable fees.

3. Abandoned Vehicles are prohibited on the Airport and may be removed at the request of the City at the sole risk and expense of the vehicle owner.
4. Airport Administration may cause vehicles in violation of the Rules and Standards to be ticketed or towed. In addition, the City may deny access to any Ground Vehicle if the owner or operator of the vehicle operates the vehicle in a reckless or negligent manner.

e. **Airside**

1. No vehicle shall be operated on the Airport unless it is duly licensed, or authorized by the City, if required by law, and unless the driver thereof shall have a lawful driver's license to operate a vehicle.
2. Pedestrians and Aircraft shall at all times have the right-of-way over vehicular traffic. All vehicles shall pass to the rear of taxing Aircraft and shall be so operated as to avoid interference with aircraft operation.
3. When parking adjacent to a runway, all vehicles must park parallel to the runway outside of the runway safety areas, 400 feet from the runway centerline, unless such runway is officially closed by the City and/or maintenance requirements dictate otherwise.
4. Refueling vehicles shall at no time be blocked or so positioned as to prevent rapid removal.
5. The operation of any vehicle on the Airport shall be in accordance with the procedures and policies outlined in the City approved or administered drivers and security, if adopted by the City, training program.
6. No Person shall operate any motor vehicle on the Airport in a manner that would endanger his or her person or property or the safety of another's person or property.
7. No Person shall operate a motor vehicle on the Airport while under the influence of an intoxicant or illegal controlled substance.
8. Abandoned Vehicles are prohibited on the Airport and may be removed at the request of the City at the sole risk and expense of the vehicle owner.
9. Airport Administration may cause vehicles in violation of the Rules and Standards to be ticketed or towed. In addition, the City may deny access to any Ground Vehicle if the owner or operator of the vehicle operates the vehicle in a reckless or negligent manner.

II. **Ground Vehicle Parking**

- a. No Person shall park or leave standing any vehicle, whether occupied or not, on the Airport except within designated parking areas or active loading and unloading areas.
- b. The City will place and maintain signs that designate all general and reserved loading zones, reserved parking areas, and public parking areas to be used by passengers, employees, and meeters and greeters, including, but not limited to, those areas designated for exclusive use of car rental agencies with an executed Agreement with the City, and off-airport companies with an executed Permit or License to operate at or from the Airport. No parking areas shall be designated in areas on and along drives, roadways,

near fire hydrants, or in such other areas on Airport property as deemed necessary by the City Manager for the safe, efficient and convenient operation of the Airport. All Airport Tenant employees must park in their assigned areas.

- c. The City may remove any vehicle that is illegally parked, disabled or abandoned; that impedes Airport operations or the orderly flow of traffic; or that creates a potential security or safety threat.
- d. The owner or operator of any removed vehicle is liable for payment of towing and storage and other applicable charges and any such vehicle will be released to the owner or operator thereof only upon proper identification of the person making claim and payment of towing and storage and other applicable charges. Neither the City, nor any of its agents, are liable for damage to any vehicle resulting from the act of removal.

III. Ground Vehicles in the AOA, Movement Area and Safety Areas

- a. Ground Vehicles with required markings and lights are permitted in the Movement Area and Safety Areas only if necessary for Airport operations and only if authorized by the City.
- b. When the airport traffic control tower is not in operation, operators of Ground Vehicles in the Movement Area and Safety Areas shall carry a radio tuned to the Airport's Universal Communication (UNICOM) or Common Traffic Advisory Frequency (CTAF), and shall make an announcement on the radio before entering runways or taxiways.
- c. No Ground Vehicle shall operate near an Aircraft so as to create a hazard or interfere with the safe operation of the Aircraft.
- d. Ground Vehicles must park in designated areas only.
- e. Ground Vehicles operating on the AOA shall yield, in order, to Aircraft, emergency vehicles and equipment, snow removal vehicles and equipment, and pedestrians.
- f. Ground Vehicles must always yield the right-of-way to Aircraft.
- g. When approaching taxiing Aircraft, Ground Vehicles must maintain a distance of at least one hundred (100) feet from the Aircraft and stay to the rear of the Aircraft.
- h. No Person may operate a Ground Vehicle while on the AOA without a valid driver's license.
- i. Except for authorized emergency vehicles, the maximum allowable speed on the AOA is fifteen (15) miles per hour.
- j. Ground Vehicles traveling to or from aircraft storage hangars must minimize crossing of the AOA.
- k. Use of recreational vehicles of any type (including campers, recreational vehicles, trailers, scooters, motorcycles, side by sides, and ATVs) is prohibited in the AOA. Bicycles may be used for transportation to and from Lease Premises.

SECTION E. -- SECURITY

I. General

- a. All Persons on the Airport must follow the security-related federal laws and regulations applicable to their activities on, and use of, the Airport.
- b. All Persons on the Airport must follow the direction of on-duty federal, state, City, and local law enforcement officers at the Airport, and of TSA officers.
- c. The City Manager may issue directives and orders to implement the Airport Security Program. The Airport Security Program is considered sensitive security information in

accordance with federal law and regulation, and no Person is entitled to demand or obtain a copy due to its sensitive nature. Airport management will advise on issues related to security.

- d. No Person shall enter a restricted area in violation of posted signs without the permission of the City.

II. Passenger and Baggage Screening – Reserved.

III. Security Identification Display Area (SIDA) – Reserved.

- a. All Persons who are authorized to access the SIDA must meet the requirements and obtain a SIDA badge from the Airport prior to gaining access to the SIDA.
- b. Applicants for a new SIDA badge or the reissuance of a SIDA badge must pay the then current badging fee, any reissuance fee, or lost badge fee, as adopted by the Airport.
- c. Any Person authorized to access the SIDA must prominently display their SIDA badge in a clearly visible manner between the shoulders and the waist at all times while on the SIDA.
- d. It shall be unlawful and grounds for immediate confiscation, suspension, and possible permanent revocation of a SIDA badge for any Person to:
 - 1) Be on the premises of the SIDA without the Person’s SIDA badge or authorized Escort
 - 2) Permit any other person to use their SIDA badge
 - 3) Wear another Person's SIDA badge to gain access to or while on the SIDA
 - 4) Alter the SIDA badge
 - 5) Board an Aircraft after having used the secure door in lieu of processing through the checkpoint.
 - 6) Piggyback with another Person who holds an active SIDA badge when the Person piggybacking has their active SIDA badge in their possession.
- e. If a SIDA badge is lost or misplaced, the badge holder must notify the office of the City Manager immediately and follow all administrative procedures for reissuance of the badge, including a reissuance fee which shall be set by the City.
- f. Persons who have gained authorized access to the SIDA shall ensure that the SIDA access door or gate has completely secured or locked behind them before leaving the immediate vicinity of the door or gate, to ensure that no Person gains unauthorized access through such door or gate.

IV. Tampering

- a. No Person shall tamper, alter, move or otherwise affect any security device, sign, closed-circuit camera, personal identification pad, electromagnetic locking device, or other similar means of access control, perimeter fence gate, or gate tracking device.
- b. No Person may place any object within ten (10) feet of the Airport perimeter fence or at any location that would aid in climbing or obscuring visibility of the fence line.
- c. No Person shall activate any security device or security alarm when no threat to security or emergency condition exists.
- d. No Person shall block or damage doors, gates, or card readers or leave doors or gates
- e. to a restricted area by unauthorized Persons.

SUBDIVISION III - MINIMUM STANDARDS

SECTION A. -- GENERAL REQUIREMENTS

I. Introduction to Minimum Standards

- a. The Minimum Standards set forth the conditions that must be satisfied in exchange for the privilege of conducting Aeronautical Activities, e.g., Commercial Aeronautical Activities and Non-Commercial Aeronautical Activities, at the Airport.
- b. No Person shall be permitted to engage in Aeronautical Activities at the Airport without (i) an Agreement with the City establishing terms for conducting either Commercial Aeronautical Activity or Non-Commercial Aeronautical Activity, (ii) demonstrating the ability and intention to satisfy the Rules and Standards throughout the term of the Agreement, and (iii) demonstrating that it has the financial resources to fulfill the obligations of the Agreement.
- c. Except as prescribed herein or pursuant to an Agreement, the standards and requirements of the Minimum Standards are minimums and may be exceeded.
- d. The Minimum Standards are in addition to Missouri law concerning commercial operations at airports.
- e. Premise and Lot Sizes stated below shall be deemed the required entry point size for a Commercial or Non-Commercial Aeronautical service unless or until the City and the provider negotiate the most efficient size requirement based on the actual use described in the Application. Premise and Lot Size may be subject to variance or waiver, as discussed in this Subdivision.

II. Persons Subject to the Minimum Standards

- a. The Minimum Standards apply to any Person proposing to conduct Aeronautical Activity for which Minimum Standards are prescribed. Commercial Aeronautical Operators subject to the Minimum Standards include Specialized Aviation Service Operators.
- b. The Minimum Standards do not apply to: (i) an Air Charter or Air Taxi operator accessing the Airport for the limited purpose of picking up or dropping off passengers in an aircraft that is not based at the Airport, (ii) a flight instructor accessing the Airport for the limited purpose of picking up or dropping off a student pilot or conducting Flight Training in an Aircraft that is not based at the Airport, (iii) an Aircraft manufacturer providing parts and services at the specific request of an Aircraft owner or operator pursuant to a 'rapid response', warranty work, or similar program, and (iv) a Flying Club conforming to the requirements of Subdivision I, Section G hereof. Performing one of the foregoing activities is not a Commercial Aeronautical Operator for purposes of the Minimum Standards.
- c. The Minimum Standards do not apply to Self-Service and self-fueling by a Tenant, provided that the Aircraft being Self-Serviced or self-fueled is owned by the Tenant or under the Tenant's exclusive care, custody, and operational control of the Tenant. Self-Servicing and self-fueling are subject to Subdivision II (Rules and Regulations) hereof and the terms of an Agreement.
- d. No Person may conduct a Commercial Aeronautical Activity or Non-Commercial Aeronautical Activity at the Airport that is not expressly addressed in the Minimum Standards without the City's prior written approval. In reviewing a request, the City will

consider the nature of the Commercial Aeronautical Activity and Non-Commercial Aeronautical Activity, the proposed business terms, and the compatibility of the Aeronautical Activity with then-existing Airport operations and activities. The City further may request review by the FAA to consider, for example, and without limitation, whether the Aeronautical Activity may be conducted safely at the Airport. The City may decide, at its sole discretion, to amend the Minimum Standards prior to executing an Agreement authorizing the new Commercial Aeronautical Activity or Non-Commercial Aeronautical Activity to, for example and without limitation, create a new category of Commercial Aeronautical Operator with attendant requirements and standards. The City shall consider the following criteria in determining if a Person is authorized for Commercial Aeronautical Activity or Non-Commercial Aeronautical Activity at the Airport:

- 1) The terms and conditions of any pre-existing commercial operators at the Airport providing comparable services;
 - 2) The impact of the proposed Commercial Aeronautical Activity or Non-Commercial Aeronautical Activity on public safety and convenience;
 - 3) The amount of available space at the Airport;
 - 4) The customary uses of the Airport;
 - 5) Compatibility of the proposed new Commercial Aeronautical Activity or Non-Commercial Aeronautical Activity with present and planned development at the Airport;
 - 6) Compliance of the proposed Commercial Aeronautical Activity or Non-Commercial Aeronautical Activity with all federal, state, and local laws and
 - 7) Equitable treatment of Commercial Aeronautical Activity and Non-Commercial Aeronautical Activity providers on the Airport.
- e. If a Commercial Aeronautical Operator conducts multiple Aeronautical Activities under a single Agreement, that Commercial Aeronautical Operator must comply with the Minimum Standards established for each separate activity. If the Minimum Standards for one Commercial Aeronautical Activity are inconsistent with the Minimum Standards for another, then the stricter or higher Minimum Standards apply to all Commercial Aeronautical Activities of that Commercial Aeronautical Operator.
- f. No Person may conduct a Commercial Aeronautical Activity or Non-Commercial Aeronautical Activity at the Airport in support of an Aeronautical Activity that is prohibited by the FAA, the State of Missouri, or the City.
- g. Persons conducting Non-Commercial Aeronautical Activities shall be subject to these Minimum Standards. The City may establish a Non-Commercial Aeronautical Activity rates, fees and charges schedule that may vary from the Commercial Aeronautical Activities rates, fees, and charges schedule.

- 1) The terms and conditions of any pre-existing commercial operators at the Airport providing comparable services;
 - 2) The impact of the proposed Commercial Aeronautical Activity or Non-Commercial Aeronautical Activity on public safety and convenience;
 - 3) The amount of available space at the Airport;
 - 4) The customary uses of the Airport;
 - 5) Compatibility of the proposed new Commercial Aeronautical Activity or Non-Commercial Aeronautical Activity with present and planned development at the Airport;
 - 6) Compliance of the proposed Commercial Aeronautical Activity or Non-Commercial Aeronautical Activity with all federal, state, and local laws and
 - 7) Equitable treatment of Commercial Aeronautical Activity and Non-Commercial Aeronautical Activity providers on the Airport.
- h. If a Commercial Aeronautical Operator conducts multiple Aeronautical Activities under a single Agreement, that Commercial Aeronautical Operator must comply with the Minimum Standards established for each separate activity. If the Minimum Standards for one Commercial Aeronautical Activity are inconsistent with the Minimum Standards for another, then the stricter or higher Minimum Standards apply to all Commercial Aeronautical Activities of that Commercial Aeronautical Operator.
- i. No Person may conduct a Commercial Aeronautical Activity or Non-Commercial Aeronautical Activity at the Airport in support of an Aeronautical Activity that is prohibited by the FAA, the State of Missouri, or the City.
- j. Persons conducting Non-Commercial Aeronautical Activities shall be subject to these Minimum Standards. The City may establish a Non-Commercial Aeronautical Activity rates, fees and charges schedule that may vary from the Commercial Aeronautical Activities rates, fees, and charges schedule.

III. Waivers and Variances

- a. The City may waive all or any portion of the Minimum Standards for the benefit of any government or government agency performing public or emergency services, including, for example, and without limitation: law enforcement, disaster relief, search and rescue, fire prevention, firefighting, and military training.
- b. The City may approve a temporary waiver of the Minimum Standards upon finding that each of the following conditions is satisfied: (i) the Commercial Aeronautical Operator seeking the waiver will be the only operator on the Airport to provide a specific product, service, or facility as of the effective date of the Agreement; (ii) the operator has agreed to come into full compliance with the Minimum Standards within a prescribed schedule; (iii) the schedule is enforceable by the City; (iv) the temporary waiver is needed to alleviate the financial burden of initiating a new Commercial Aeronautical Activity at the Airport; and (v) the City finds that the temporary waiver will not materially interfere with the Commercial Aeronautical Operator's ability to provide high quality products, services, and facilities to Airport users.
- c. The City may approve a temporary variance of the Minimum Standards upon finding that

each of the following conditions is satisfied: (i) a special condition or unique circumstance exists that makes the application of the Minimum Standards unduly burdensome; (ii) the temporary variance is narrowly tailored to address the special condition or unique circumstance; (iii) the operator has agreed to come into full compliance with the Minimum Standards within a prescribed schedule; (iv) the schedule is enforceable by the City; (v) the temporary variance will not create an unfair competitive relationship among Commercial Aeronautical Operators at the Airport, and (vi) the City finds that the temporary variance will not materially interfere with the Commercial Aeronautical Operators ability to provide high quality products, services, and facilities to Airport users.

- d. Any temporary waiver or temporary variance approved by the City Manager hereunder shall apply only to the specific Commercial Aeronautical Operator and the specific circumstance and shall not serve to amend, modify, or alter the Minimum Standards nor shall it serve as a precedent for future actions.

IV. Additive Standards and Conflicts

- a. The Minimum Standards are intended to be additive, except where otherwise provided for herein. A SASO may be required to satisfy multiple requirements hereunder to perform multiple Commercial Aeronautical Activities.
- b. In the event of conflicting Minimum Standards related to a Commercial Aeronautical Activity, the Commercial Aeronautical Operator will be required to satisfy the higher or more demanding standard.
- c. The City may permit a SASO conducting multiple Commercial Aeronautical Activities to satisfy a Minimum Standard that is less than the sum of the requirements for each Commercial Aeronautical Activity, if the City finds that each of the following conditions is satisfied: (i) the off-set will not affect the Commercial Aeronautical Operator's ability to provide high quality products, services, and facilities to Airport users in keeping with the policies hereof; and (ii) the off-set will not create an unfair competitive advantage among Commercial Aeronautical Operators at the Airport. An off-set granted pursuant to this provision shall not constitute a temporary waiver or temporary variance as provided in Section B(III).
- d. Aircraft manufacturing may involve multiple Commercial Aeronautical Activities. Each Aircraft manufacturer subject to this Subdivision III (Minimum Standards) must comply, at a minimum, with the requirements herein for Aircraft Sales. The conduct of ancillary services, such as warranty work on Aircraft sold by the manufacturer, shall not, standing alone, trigger the obligation to comply with the requirements for Airframe and Power Plant Maintenance or other categories of SASO.

V. Non-Tenant Operators

The City intends for all Commercial Aeronautical Operators to lease space at the Airport in the minimum area prescribed by the Minimum Standards or to have some equivalent financial commitment to the City in lieu of a Lease. The purpose of this policy is to ensure that Commercial Aeronautical Operators do not attempt to gain an unfair competitive advantage by operating without a similar level of financial investment in

the Airport and in their business operation as their competitors. Nevertheless, the City recognizes that there may be limited instances in which a Commercial Aeronautical Activity may be performed by a Person that does not directly lease space at the Airport. Specifically, a Person may be permitted to provide products and services at the Airport upon demonstrating, to the satisfaction of the City, that no Commercial Aeronautical Operator leasing space at the Airport has the requisite certificate, certified personnel, or access to equipment and parts to provide the product or perform the service or that in lieu of leasing space and the Person has entered into a Permit and License with the City whereby the Person is paying a comparable pre-determined fee for the right to operate at the Airport. The City Manager may approve a request from a Person meeting these conditions provided that (i) the Person enters into an Agreement with the Airport identifying the Commercial Aeronautical Activity that may be performed and the rates and charges assessed for the privilege of conducting the Commercial Aeronautical Activity, and (ii) the Person satisfies all other applicable Minimum Standards prescribed herein for the Commercial Aeronautical Activity. The City Manager may allow for exceptions on a limited basis such as aircraft on the ground (AOG). In this event, the Person receiving the benefits of the service bears all liability for the non-tenant operator.

SECTION B. -- APPLICATION

I. Application

- a. A Person seeking to conduct a Commercial Aeronautical Activity or Non-Commercial Aeronautical Activity³ at the Airport must submit a written application to the City in the form prescribed by the City, or, in the absence of a form, provide the following information and any such additional information as may be requested by the City Manager:
- 1) **Operations Plan**. A written proposal detailing the nature of the proposed Commercial Aeronautical Activity or Non-Commercial Aeronautical Activity to be conducted, space and facility requirements, and the proposed location on the Airport, the impact on the roadway, the amount of aircraft parking space required, and hours of operation. This shall include a projected volume by time of day and by day of the week.
 - 2) **Financial Responsibility**. Evidence of the applicant's financial responsibility and ability to meet its financial obligations for operating at the Airport, in such form as determined reasonably necessary by the City including, for example and without limitation, a letter from a recognized financial institution, and/or copies of audited financial statements, and/or a current credit report, and/or SEC Form 10-K's, and/or annual reports for the previous three (3) fiscal years.
 - 3) **Personnel**. A listing, with resumes, of key personnel to be assigned to the Airport, along with a description of their duties and responsibilities and hours of operation. The information must also include instructions and response timeframe for after- hours service access, if applicable.
 - 4) **Certifications**. Copies of all licenses, certifications, and permits possessed by the applicant and key personnel that are necessary or required to perform the proposed Commercial Aeronautical Activity or Non-Commercial Aeronautical Activity.
 - 5) **Insurance**. Evidence of insurance, or the specific intent to obtain insurance, consistent with the

³ This process is primarily intended for Non-Commercial Aeronautical Activities, such as building a corporate or private hangar, or building hangars intended for lease by individuals, as opposed to a singular corporate entity. The City may extend this process to any Non-Commercial Aeronautical Activity depending on its complexity. This process is not intended for regular t-hangar, tie down, or existing building rental, unless circumstances dictate a need.

insurance requirements of the Minimum Standards.

- 6) **Security Deposit.** The City reserves the right to request a security deposit with the submittal of the application to indicate the good faith intentions of the applicant and/or to off-set any costs incurred by the City in the consideration of the application. The amount will be determined by the City Manager based on the nature of the application.
 - 7) **Petitions in Bankruptcy.** Identify all bankruptcies relating to the applicant and the applicant's principals for the previous five (5) calendar years from the date of the application.
 - 8) **Violations of FAA Regulations.** Disclose all documented violations by the applicant and/or the applicant's principals of FAA regulations for the previous five (5) years from the date of application.
 - 9) **Notices of Default.** Disclose all default notices and corrective actions relating to the applicant or associated companies for the previous five (5) years from the date of the application.
- c. Requirements to provide documentary evidence of financial responsibility, petitions in bankruptcy, information on violations of FAA regulations, and previous notices of default include the requirement to provide such materials and information pertaining to the Person, its principals, and any other Person of whom the principals of the Person are or were principals or managers.
- b. If an Entity is formed for the sole purpose of conducting a Commercial Aeronautical Activity at the Airport, the City may request financial information or financial guarantees of

II. Action on Application

- a. Upon receipt of an application, or a statement of interest, and the required security deposit, or on its own initiative, the City may issue a request for qualifications or proposals or otherwise select a Commercial Aeronautical Operator through a competitive solicitation in which case the applicant is qualified to respond with a proposal to the public solicitation.
- b. The City Manager may deny an application upon finding any of the following:
 1. The Commercial Aeronautical Activity or Non-Commercial Aeronautical Activity proposed by the applicant would not meet the Minimum Standards prescribed herein.
 2. The City has determined, upon examination of the applicant's business plan, financial plan, and information submitted to establish financial responsibility, that the applicant is unlikely to be able to continue to meet the Minimum Standards prescribed herein throughout the term of an Agreement, including the payment of the required rates, fees, and charges.
 3. The applicant has supplied the City, or any other Person, with false or misleading information or has failed to make full disclosure in their application or supporting documents.
 4. The applicant has not provided the required security deposit as identified by the City.
 5. There is no suitable space on the Airport as identified in the airport layout plan to accommodate the proposed Commercial Aeronautical Activity or Non-Commercial Aeronautical Activity without requiring the reduction in space leased

- to another Person, or that the airport layout plan must be amended prior to making a determination.
6. The FAA has determined that any proposed development or the related activity would constitute an obstruction or hazard to air navigation.
 7. The proposed Commercial Aeronautical Activity or Non-Commercial Aeronautical Activity would require the City to spend funds or to supply resources that the City is unwilling to spend or supply.
 8. The applicant, an immediate family member of the applicant, a principal of the applicant, or an Entity of which a principal of the applicant was a principal, was party to an Agreement with the City that was terminated for cause and/or the applicant, an immediate family member of the applicant, a principal of the applicant, or an Entity of which a principal of the applicant was a principal, previously defaulted by the City.
 9. The applicant, an immediate family member of the applicant, a principal of the applicant, or an Entity, of which a principal of the applicant was previously a principal has been party to vexatious or frivolous litigation, including, without limitation, administrative litigation, against the City concerning Commercial Aeronautical Activities at the Airport.
 10. The applicant, an immediate family member of the applicant, a principal of the applicant, or an Entity of which a principal of the applicant was a principal, has been debarred or evicted from another public-use airport at which the applicant conducted a Commercial Aeronautical Activity or Non-Commercial Aeronautical Activity; provided, however, that the City, nevertheless, may approve the application upon examination of the facts and circumstances surrounding the debarment or eviction.
 11. The City Manager's denial of an application hereunder may be appealed as provided in Subsection I, Section C(II) (Administrative Appeal).

IV. Notification of Changes

- a. Commercial Aeronautical Operators must provide the City with any information reflecting a material change in the information submitted in an application following the commencement of an Agreement. This information includes, for example, and without limitation: (i) a change in ownership of the Entity, (ii) the filing of a petition in bankruptcy, (iii) addition or subtraction of principals, (iv) any felony or misdemeanor convictions that would result in loss of Airport Issued identification media, and (v) any federal fines imposed on the operator.
- b. Commercial Aeronautical Operators must submit to the City new, updated or amended FAA certificates and ratings applicable to the operator, its employees or contractors, and any revocation of any certificate or ratings, or any other penalties by FAA against the certificate holder, promptly upon the operator's receipt of same.

SECTION C. -- PERFORMANCE STANDARDS

I. Performance Standards

- a. Commercial Aeronautical Operators are to provide high quality customer service by meeting or exceeding Airport customer needs through consistent, responsive, reliable, and professional service at a competitive price. Complaints regarding services at Kansas City – Lee's Summit Regional Airport will be received for contractual service provision violation. A history of legal action regarding services provided at Kansas City's – Lee's Summit Regional Airport will be review for contractual service provision violation.
- b. Commercial Aeronautical Operators are to employ the necessary number of trained staff, on-duty management, and supervisors to provide for the efficient, safe, timely, and orderly operation of its business. Due to the limit availability of facilities and land at Kansas City's – Lee's Summit Regional Airport, Commercial Aeronautical Operators failing to meet reasonable service and availability requirements will be reviewed for contractual service provision violation.
- c. Commercial Aeronautical Operators are to control the conduct and demeanor of their personnel, agents, subcontractors, and subtenants, as well as conduct their business operations in a safe, orderly, efficient, and proper manner so as not to unreasonably disturb, endanger, or harass any Airport customers, Tenants, visitors, or other operators in accordance with the respectful workplace policy adopted by the City.
- d. All personnel employed by a Commercial Aeronautical Operator to perform duties on the Airport are required to wear Airport issued identification media conspicuously visible between the waist and shoulders, as may be required by regulation or directive of the Airport. The business name shall be included in the means of identification on each person whose job responsibilities include regular interaction with Airport customers.
- e. Products, services, and facilities shall be provided on a reasonable, and not unjustly discriminatory, basis to all Airport users.
- f. Commercial Aeronautical Operators shall charge reasonable, and not unjustly discriminatory, prices for each product, service, or facility.
- g. Commercial Aeronautical Operators may provide reasonable discounts, rebates, or other similar types of price reductions to volume purchasers.
- h. Commercial Aeronautical Operators must submit a schedule of pricing to the City as

requested. In addition to identifying the pricing for the Commercial Aeronautical Operator's products, services, and facilities, the schedule shall identify any discounts, rebates, or other similar types of price reductions offered by Commercial Aeronautical Operator.

- i. A Commercial Aeronautical Operator must post its schedule of pricing in a prominent place readily accessible and/or visible to the general public.

II. Compliance with Federal, State and Local Requirements

- a. Commercial Aeronautical Operators must comply with all federal, state, and local requirements applicable to their operations.
- b. Commercial Aeronautical Operators must conduct all activities so as to allow the City to remain in compliance with all federal, state, and local statutes, ordinances, regulations, orders, policies, and Airport Grant Assurances applicable to the City in the operation, maintenance, and development of the Airport.
- c. Commercial Aeronautical Operators must comply with the rules imposed by the City applicable to conduct on the Airport, including without limitation Subdivision I and Subdivision II of the Rules and Standards.
- d. Without limitation of the foregoing, Commercial Aeronautical Operators must comply with the following requirements:
 - 1) **Security**. Commercial Aeronautical Operators must comply with the laws, regulations, orders, and directives of TSA, as each may be amended; instructions of law enforcement personnel; and the policies, orders, and directives of the City in furtherance of the Airport Security Program.
 - 2) **Safety**. Commercial Aeronautical Operators must comply with federal, state, and local law applicable to workplace and aviation safety; and the orders and directives of the City Manager in furtherance of a safety management system or similar or related program at the Airport designed and intended to enhance safety.
 - 3) **Environmental**. Commercial Aeronautical Operators must comply with all applicable federal, state, and local environmental laws; orders and directives of a federal or state agency with requisite jurisdiction over environmental conditions at the Airport; City environmental policies and procedures, including, for example, and without limitation, the SPCC Plan, SWPPP and spill response plan; and generally accepted industry environmental policies and standards.

II. Signage

- a. Each building, vehicle, and piece of mobile or vehicular equipment used on the Airport in conjunction with the Commercial Aeronautical Activity, shall bear the Commercial Aeronautical Operator's identification in the form of a company logo, sign, emblem, or other means to designate to whom the building, vehicle, or equipment belongs or is assigned. All signage is subject to the prior written approval of the City.
- b. Identification shall be legible on a contrasting background and shall be visibly displayed.
- c. All Commercial Aeronautical Operator identification shall be professionally designed and affixed to vehicles at all times while on the Airport.

III. Vehicles and Equipment

- a. The specific equipment requirements contained in the Minimum Standards will be deemed satisfied if the Commercial Aeronautical Operator owns, leases, or otherwise has dependable and consistent access to the equipment to provide the applicable aeronautical services promptly on demand without causing any flight delays or other operational impacts on Aircraft at the Airport.
- b. Equipment must be maintained in safe operating condition and good appearance. All maintenance must be performed in areas that have the proper containment requirements depending on the nature of the maintenance. Open storage of broken equipment not in the process of actively being repaired is prohibited unless approved by the City.
- c. All vehicles operating at the Airport must comply with applicable Rules and Standards Subdivision II governing vehicles and traffic and have required authorization, including authorization to operate in the Movement Area and Safety Areas.

IV. Subcontracting, Subleasing and Assignment

- a. An Agreement may allow a Commercial Aeronautical Operator to sublease or subcontract to another Person to conduct a Commercial Aeronautical Activity. In such event, the sublessee, subcontractor, sublicensee, or sub-permittee shall be responsible for complying with all applicable Minimum Standards and the Rules and Standards; provided, however, that the Commercial Aeronautical Operator remains liable to the City for compliance with the Minimum Standards and the terms of an Agreement for all sublessees, subcontractors, sublicenses, and sub-permittees. All subleases, subcontractor agreements, sublicenses, or sub-permittee agreements must include a provision that the agreement must comply with the applicable Minimum Standards and Rules and Standards, as may be amended from time to time.
- b. Each Agreement shall require the City's prior approval for any assignment. Prior to granting approval, the City may require the prospective assignee to complete an application or submit the information prescribed in Section B(I) hereof. The City may reject the request to assign the Agreement based on the factors enumerated in Section B(II) hereof.
- c. No Person shall conduct a Commercial Aeronautical Activity as a lessee or sublessee on Airport property that is leased or designated for a non-commercial use, including, for example, and without limitation, a hangar leased for private non-commercial use.

SECTION D. -- FIXED BASE OPERATOR – Retained by the City as a Proprietary

I. City to Serve as Sole Fixed Base Operator.

- a. The City shall be the sole provider of commercial fueling and may provide all adjacent aeronautical commercial services.

SECTION E. -- MINIMUM STANDARDS FOR SPECIALIZED AERONAUTICAL SERVICE OPERATORS

I. General Requirements

- a. Compliance. SASOs must comply with the performance standards set forth in Section C and

the applicable Minimum Standards as set forth in this section.

- b. Retail Fuel Sales Prohibited. SASOs are not permitted to engage in Commercial Fueling.
- c. Leased Space Requirements. SASOs, except SASOs engaged in Ground Handling, shall lease or sublease adequate space for buildings and support facilities for all services provided; paved Ground Vehicle parking; paved Aircraft apron; paved pedestrian walkways; and all storage facilities. The facilities shall be sufficient to meet reasonably anticipated demand for products, services, and facilities associated with authorized Commercial Aeronautical Activities. The location, size and configuration of space to conduct Commercial Aeronautical Activities shall be established in an Agreement and shall take into consideration the operations plan and other application information submitted in accordance with Section B(l) of this Subdivision III and the facilities lease or subleased to similarly-situated Commercial Aeronautical Operators at the Airport, if any. SASOs engaged in Ground Handling shall secure access to the facilities identified in subsection XI of this Section E.
- d. Responsible Personnel. Each SASO shall provide the City with a point-of- contact including phone numbers and an e-mail address for personnel empowered to make decisions for normal and emergency situations.
- e. Insurance Requirements. Each SASO must maintain the types and amounts of insurance required by the City. Upon any change of such requirements by the City, the SASO shall procure any insurance coverage necessary to meet the revised standards within ten (10) calendar days, and shall provide evidence of such insurance coverage to the City Manager within that timeframe.
- f. Insurance Requirements. Each SASO must maintain the types and amounts of insurance required by the City. Upon any change of such requirements by the City, the SASO shall procure any insurance coverage necessary to meet the revised standards within ten (10) calendar days, and shall provide evidence of such insurance coverage to the City Manager within that timeframe.

II. Flight Training

SASOs engaging in Flight Training must:

- a. Premises:

Area Type	Minimum Suze
Leasehold Ground	21,780 SF (1/2 acre)
Hangar	5,000 SF
Aircraft Ramp / Apron	7,500 SF
Classroom / Administrative	2,000 SF
Vehicle Parking	10 space or per city code

Facility requirements can be met either through a Sublease from an FBO, or by a direct lease with the Authority. Building/Facility shall include a customer area having adequate space for (or in the case of a sublease/sublicense, immediate access to) classrooms, customer lounge, public use telephone and restrooms and an administrative area having adequate and dedicated space for employee offices, work areas and storage.

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

- c. Provide ground-based instruction on the Airport. Sufficient space must be provided on the Airport for classroom training.
- d. Not operate from a tie-down.
- e. Employ, subcontract, or sublease with and have on duty one individual that is an FAA-certified flight instructor.
- f. Own, subcontract for, or lease one or more dual-equipped, single-engine airworthy Aircraft. Aircraft may be fixed or rotary wing.
- g. Include adequate mock-ups, pictures, digital media, DVDs, movies, videotapes, or other training aides necessary to provide proper and effective ground school instruction. All materials shall meet FAA requirements for the Flight Training offered.
- h. Hours of operation shall reflect student needs and Aircraft availability. Premises may be closed during Flight Training if insufficient personnel are available during that time.
- i. Not be a Flying Club. Flying Clubs shall not be authorized to conduct Flight Training as a Commercial Aeronautical Activity. A SASO authorized to conduct Flight Training may train a member of a Flying Club for compensation.
- j. Satisfy all safety and security requirements imposed on flight schools by the FAA and/or TSA, including, and without limitation, the TSA Alien Flight Student Program or successor program developed in accordance with 49 U.S.C. Section 44939.
- k. Independent Flight Instructors:
A person holding a current FAA flight instructor’s certificate, who gives flight instruction to an owner of an Aircraft in the owner’s Aircraft, shall be deemed a Commercial Activity requiring a permit. The Permit shall require:
 - ☐ Proof of FAA licenses and certificates
 - ☐ Proof of liability insurance coverage
 - ☐ Successful clearance by the TSA of a security background investigation and threat assessment

III. Airframe and Power Plant Maintenance

SASOs engaging in Aircraft Airframe and Power Plant Maintenance must:

- a. Premises

Area Type	Minimum Suze
Leasehold Ground	43,560 SF (1 acre)
Hangar	10,000 SF
Aircraft Ramp / Apron	15,000 SF
Shop and Storage	1,000 SF
Customer / Administrative Area	600 SF
Vehicle Parking	10 space or per city code

- b. Licenses and Certification
Operator shall hold the appropriate FAA Part 145 Repair Station certificate, with ratings equal to the work being performed. In the case of a new operation, Operator must acquire all applicable Repair Station certifications within six (6) months of operation initiation. However, should the Operator be unable to obtain Part 145 certification within this time period due to factors beyond its control, and a good faith effort can be demonstrated, the City Manager may reasonably extend the deadline for compliance.
- c. Personnel: Employ, subcontract, or sublease with and have on-duty or on-call and available to provide service at the Airport within one (1) hour of being called, a minimum of one (1) certified mechanic trained on Aircraft that normally utilize the Airport. The

mechanic on-duty must be FAA-certified technicians who possess airframe, power plant, or Aircraft inspector rating as required in 14 C.F.R. Part 65, or the maintenance facility must be certified under 14 C.F.R. Part 145.

- d. Hours: Ensure a mechanic is available on-call twenty-four (24) hours a day, seven (7) days each week for emergency purposes only. On call mechanics must be able to respond within sixty (60) minutes of a call. If more than one maintenance facility is located on the Airport, the on-call responsibility may be rotated on a mutually agreeable schedule; a written rotational on-call program is not effective until it has been approved in writing by the City Manager.
- e. Equipment: Provide equipment, supplies and parts required for routine Aircraft airframe, power plant, inspection, tire, battery, oxygen, and other routine Aircraft maintenance functions for the type of Aircraft that normally utilize the Airport.

IV. Avionics or Instrument Maintenance Operator

An Avionics or Instrument Maintenance Operator must:

- a. Premises (Only applicable if work is performed on aircraft, not benchwork).

Area Type	Minimum Suze
Leasehold Ground	43,560 SF (1 acre)
Hangar	10,000 SF
Aircraft Ramp / Apron	15,000 SF
Shop and Storage	1,000 SF
Customer / Administrative Area	500 SF
Vehicle Parking	15 pace or per city code

- b. License and Certification: Operator shall hold the FCC and FAA Repair Station certificates appropriate for the types of equipment it plans to service and/or install. In the case of avionics repair, the ratings shall be, at a minimum, for Class I and Class II repairs. In the case of a new operation, Operator must acquire all applicable Repair Station certifications within six (6) months of operation initiation. Be properly certified by the FAA as a Repair Station, as defined by 14 CFR Part 145, if applicable.
- c. Provide maintenance or alteration of one or more of the items described in 14 CFR Part 43, Appendix A (i.e., Aircraft radios, electrical systems, or instruments).
- d. Equipment: Have adequate facilities to accommodate all Aeronautical Activities of operator and all approved Sublessees, but not less than the following:
 - 1) Facilities shall include customer/administrative, shop, and hangar areas.
 - 2) Customer/administrative area shall be a minimum of 500 square feet and shall include dedicated space for a public use telephone, restrooms, employee offices, work areas, and storage.
 - 3) Shop area shall include dedicated space for employee work areas and storage for Aircraft parts, accessories, related components, and equipment.
 - 4) If operator is performing services that require a Hangar, facilities shall include hangar area and accommodate the largest aircraft being serviced.
- e. Have access to the vehicles, equipment, supplies and availability of parts required to meet all regulatory measures and properly service customer Aircraft.
- f. Ensure that personnel are properly certificated by the FAA and the Federal Communications Commission and hold the appropriate ratings for the work being performed.

- g. Personnel: Provide a sufficient number of personnel including technicians and customer service representatives to carry out operator’s Aeronautical Activity in a safe, secure, efficient, courteous, prompt, and workmanlike manner while also meeting the reasonable demands of customers.
- h. Employ or contract with one (1) technician and employ one (1) customer service representative who shall be available during required hours of activity.
- i. Make available to provide service at the Airport within one (1) hour of being called, at least one (1) trained and FAA certified airframe technician and one administrative or customer service personnel.
- j. Hours: Keep premises open and services available eight (8) hours per day, five days a week. The eight hours of operation shall be between 6:00 a.m. and 8:00 p.m. local time Monday through Friday.
- k. Hold the appropriate FAA repair station certificates for the types of equipment the SASO plans to service or install.

v. Air Charter, Air Taxi or Aircraft Management Operations

SASOs engaging in Air Charter, Air Taxi or Aircraft Management operations must:

a. Premises

Area Type	Minimum Suze
Leasehold Ground	32,670 SF (0.75 Acres)
Hangar	5,000 SF
Aircraft Ramp / Apron	7,500 SF
Building / Facility	1,250 SF
Vehicle Parking	10 space or per city code

Building/Facility shall include an air-conditioned customer area having adequate space for (or in the case of a sublease from an FBO, immediate access to) customer lounge, public use telephone and restrooms and an administrative area having adequate and dedicated space for employee offices, work areas and cargo/luggage storage. Facility requirements can be met either through a sublease arrangement with an FBO, or by direct lease from the Authority.

- b. Licenses and Certifications. Operator shall maintain appropriate FAA certification and approvals required to meet the standards set forth in this category including for Operator itself and any Aircraft or other equipment, and copies of such certification and approvals shall be provided to the Authority upon request. Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certification for the Aircraft being flown. If air charter and/or air taxi services are provided, have and display in public view, a current 14 C.F.R. Part 135 certificate or provisional 14 C.F.R. Part 135 certificate and the Aircraft identification page from the operating specifications manual of each Aircraft listed on the certificate. If rotorcraft operations are conducted, have and display in public view, if applicable, a current copy of 14 C.F.R. Part 133 for rotorcraft operations detailing the external-loading requirements. If Aircraft Management services are provided, conduct Aircraft Management activities in accordance with 14 C.F.R. Part 91.
- c. Personnel. Operator shall have in its employ and on duty during hours of Activity, properly trained, fully qualified, and certificated personnel (with licenses and/or ratings appropriate for

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

- d. **Equipment.** Operator shall provide, either owned or under written lease and under the full and exclusive control of Operator the type, class, size and number of Aircraft intended to be used by Operator, but not less than one (1) certified and continuously airworthy multi-engine, or single-engine turbine-powered, Aircraft which must meet the requirements of the FAA certificate held by Operator. Aircraft shall be certified for and capable of use under instrument meteorological conditions.
- e. **Hours of Activity.** Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity during normal business hours (8:00 a.m. – 5:00 p.m.) five (5) days a week. Operator shall provide reasonable after-hours, on-call, response time to customer inquiries.

VI. Aircraft Rental

SASOs engaging in Aircraft Rental must:

- a. Employ or subcontract with and have on-duty or on-call and available to provide service at the Airport within one (1) hour of being called, at least two (2) personnel having a current commercial pilot certificate with appropriate ratings, including instructor rating, for the Aircraft utilized.
- b. Keep premises open and services available a minimum of eight (8) hours per day. The eight hours of operation shall be between 6:00 a.m. and 5:00 p.m. local time, Monday through Friday, or on an alternate schedule as agreed to in writing by the City Manager.
- c. Have available for rental, a minimum of two (2) certified and airworthy Aircraft that are owned, subcontracted, or leased and under preferential control of the SASO.

VII. Aircraft Storage Hangars

SASOs engaging in the business of renting and leasing hangar storage space to Aircraft owners or operators solely for aircraft storage purposes must:

- a. Premises

Area Type	Minimum Suze
Leasehold Ground	43,560 SF (1 acre)
Hangar	10,000 SF
T-Hangar	10,000 SF
Individual Hangar	2,000 SF
Aircraft Ramp / Apron	1 times largest hangar
Vehicle Parking	By agreement

Bay hangars will allow multiple tenants and Aircraft to occupy the same hangar floor space. Individual hangars are intended for single users. Box hangars may be constructed so as to provide separate spaces for multiple tenants, with no space being

less than approximately 1,500 square feet. T-Hangar buildings shall be no smaller than approximately 10,000 square feet, and shall provide space for individual units of no less than approximately 750 square feet each. Size minimums for each type of hangar are approximate, and will be considered on a case-by-case basis as proposed by the Operator. Minimum leasehold size is also approximate, and actual approved size will depend upon the type, combination and positioning of hangar(s) proposed by the Operator.

- b. No transient, guest, or overnight Aircraft storage is permitted. Only long-term leasing (one year or longer) of hangars is allowed.
- c. Insurance: The Operator shall maintain Commercial Liability Insurance and / or Hangarkeepers Insurance in an amount sufficient to cover the loss of the facility and all aircraft within the facility, including aircraft value.
- d. Require all tenants who lease space to subtenants to have an executed agreement with the SASO prior to occupancy, the form of which provides the required insurance, inspection rights, and indemnification protection as required for the SASO for the Airport. A copy of the standard sublease form must be Approved by the City Manager prior to commencement of leasing activities. The SASO must provide a listing and copies of all executed leases or subleases for all aircraft stored within the SASOs hangar facilities to the City Manager upon request. Pricing information may be redacted.
- e. Keep premises open and services available to meet the needs of the hangar tenants and subtenants.
- f. Ensure that hangar tenants and subtenants perform no maintenance within the hangar other than preventive maintenance on their own Aircraft, utilizing their own employees, to the extent permitted in 14 C.F.R. Part 43 or certified mechanics authorized to perform services at the Airport through an Agreement and in compliance with all environmental requirements. Mechanic services performed by Through-The-Fence Operators on the Airport are prohibited.
- g. Commercial Activities or services (such as flight schools, aircraft charter or air taxi, aircraft maintenance, aircraft sales, or any other SASO Activity where the general public could be invited into the Premises) may be permitted if the proposed Commercial Activity will meet all requirements (including minimum space) of these Minimum Standards, appropriate space is available, proper parking is constructed, and security/access controls are established. Any sublease to a Commercial Operator shall have the prior written approval of the City Manager, and that Operator shall obtain a Permit from the City to conduct its business.
- h. A Non-Commercial Private Hangar Operator, or an Entity which operates Aircraft for its private and non-revenue-producing purposes, shall not be permitted to be a Commercial Hangar Operator.

- i. Refrain from and require all tenants who lease space to refrain from the piling and storage of crates, boxes, barrels, containers, refuse, and surplus property other than the period required for immediate disposal.
- j. Provide a waste oil receptacle within the immediate vicinity of the hangar(s). This receptacle shall be capable of holding a minimum of fifty (50) gallons, have secondary containment protection, be emptied by a certified disposal company at regular intervals, and be in compliance with all regulatory requirements, as currently in effect or as they may hereafter be amended from time to time.
- k. Have sufficient trained personnel on duty at all times to safely meet customer needs.

VIII. Aircraft Sales

SASOs engaging in Aircraft Sales must:

- a. Employ or subcontract with and have on-duty or on-call and available to provide service at the Airport within one (1) hour of being called, at least one (1) qualified aircraft salesperson and access to a demonstration pilot that has a current commercial pilot certificate with appropriate Aircraft type ratings.
- b. Keep premises open and services available to meet demand.
- c. Maintain current specifications, price lists, parts catalogs, and service manuals for the types and models of Aircraft sold.

IX. Aircraft Restoration and Refurbishing

SASOs engaging in Aircraft Restoration and Refurbishing must:

- a. Maintain facilities that comply with appropriate federal, state, and local regulatory measures regarding hazardous material handling and storage.
- b. Maintain all appropriate federal, state, and local operating permits, manuals, and plans required for work being performed.
- c. Employ, subcontract, or sublease with and have on-duty or on-call and available to provide service at the Airport within one (1) hour of being called, at least one (1) qualified personnel that have current required certificate, licenses, and ratings for the work being performed.
- d. Keep premises open and services available to meet demand.

X. Specialized Flying Services

SASOs engaging in Specialized Flying Services must:

- a. Employ or subcontract with and have on duty sufficient personnel who hold current FAA commercial pilot certificates and medical certificates with ratings appropriate for the SASO’s Aircraft.
- b. Have services available within four (4) hours of request Monday through Friday and available weekends and holidays as required.
- c. Own, sublease, or lease at least one (1) airworthy Aircraft.

XI. Ground Handling

SASOs engaged in Ground Handling must: comply with all federal, state and local regulations regarding Ground Handling; provide under an Agreement with the City executed for the following permitted services; and comply with all remaining requirements of this subsection. In no event shall Ground Handlers be permitted to sell or dispense fuel at the Airport.

- a. Required Services: SASOs must provide the following services:
 - 1) Ramp services, including Aircraft start-up, moving/towing aircraft, ground power supply, deicing/anti-icing, cooling/heating with portable units, toilet servicing,

- potable water, demineralized water, routine maintenance, and cleaning of cockpit windows, wings, nacelles, cabin windows and Aircraft interiors.
- 2) Air Carrier services, including catering, minor servicing of cabin, external ramp equipment, passenger steps, catering loaders, baggage handlers, cargo loaders, mail and equipment loading.
 - 3) In-terminal services, including ticketing, processing, loading, and unloading of passengers, baggage, cargo, property, express packages and mail.
- b. Agreements
- 1) Ground handling services must be provided in accordance with a written operating agreement with an air carrier, prepared in conformance with or containing equivalent terms as the Standard Ground Handling Agreement published by the International Air Transport Association.
 - 2) Ground Handlers must have a written agreement with the City.
 - 3) Ground Handlers must have written authorization to use adequate land to permit the parking of vehicles and associated ground equipment and the storage of materials used in providing ground handling services. Ground Handlers providing deicing and anti-icing services shall secure access to sufficient quantities of water in designated areas to allow deicing fluid and water to be added to deicing equipment.
 - 4) Ground Handlers must maintain an office at the Airport suitably located and adequate to conduct its business.
- c. Minimum Standards
- 1) Ground Handlers must provide ground handling services in accordance with FAA Advisory Circular 00-34A, Aircraft Ground Handling and Servicing, as the same may be amended or superseded.
 - 2) Deicing/anti-icing services must occur only in designated areas, using only FAA- approved fluids, and in accordance with each air carrier’s FAA-approved, ground deicing/anti-icing program, prepared in accordance with Advisory Circular 120- 60B, Ground Deicing and Anti-Icing Program, as the same may be amended or superseded.
 - 3) Ground Handlers must provide sufficient numbers of staff who are qualified and fully trained to perform the respective functions on a timely basis, including a qualified and responsible management representative on site during operations and readily available during times when active flights are not taking place, responsible for the conduct of day-to-day operations and the handling of each flight.
 - 4) Ground Handlers must have access to adequate equipment in good operating condition for providing contracted for services.
- d. Standard Operating Procedures (SOP): Ground Handlers must develop, maintain and conduct its operations in conformance with written Standard Operating Procedures which shall be submitted to and Approved by the City Manager prior to the Ground Handler

XII. Ground Support Equipment Maintenance

Persons engaged in Ground Support Equipment Maintenance must employ or subcontract with and have on-duty or on-call and available to provide service at the Airport within one (1) hour of being called, a minimum of one (1) mechanic. The personnel on duty must be adequately trained and experienced to provide these services. Premises must be kept open to meet demand and services to maintain Ground Support Equipment shall include, without limitation, providing equipment supplies, and parts required for routine vehicle and equipment maintenance functions including adequate facilities and equipment to safely remove and replace all of the fuel and other hazardous substances from the largest capacity vehicle or piece of equipment being serviced. Ground support equipment includes vehicles which may or may not be authorized to operate on public highways in accordance with Missouri law. Vehicles and equipment without such authorization shall remain on Airport property or shall be lawfully transported on public highways.

XIII. Cargo Facilities

Persons engaged in Cargo Handling Service shall:

a. Premises:

Area Type	Minimum Suze
Leasehold Ground	43,560 SF (1 acre)
Hangar	10,000 SF
Logistics / Non-Aircraft Area	10,000 SF
Aircraft Ramp / Apron	4 times largest hangar
Vehicle Parking	By agreement

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

b. Specific Conditions of Use: The Operator shall provide all security requirements necessary for compliance with its TSA requirements.

XIV. Agricultural Application

Persons engaged in Aerial Agricultural Application or other services involving commercial use of chemicals shall provide a centrally drained and paved area of not less than ten thousand (10,000) square feet for Aircraft loading, washing and servicing. This area shall meet all current requirements of State, federal, and local agencies. The agricultural Operator shall also provide for the safe storage, handling, and containment of materials and equipment. The Operator shall demonstrate compliance with Part 137 and all applicable rules and regulations required by the State of Missouri. No use permit or lease shall be granted prior to providing the City with all documents necessary to demonstrate compliance with city, state, and federal law.

xv. Aircraft Cleaning and Detailing Services

Persons engaged in Aircraft Cleaning and Detailing Services shall be deemed a Commercial Activity requiring a permit. The Permit shall require meeting all requirements necessary to obtain airport security media, proof of liability insurance coverage, proof of appropriate worker’s compensation coverage, proof of automobile insurance coverage.

xvi. NON-COMMERCIAL PRIVATE HANGARE OR FRACTIONAL PRIVATE HANGAR OPERATOR

Persons desiring to develop, construct, and/or lease one or more hangar structures for the sole purpose of storing its own Aircraft which are used and operated for Private Non-Commercial purposes only shall be deemed non-commercial for purposes of the priority system for selecting projects on the airport. They shall nevertheless be required to meet the following conditions:

- a. Premises:

Area Type	Minimum Suze
Leasehold Ground	43,560 SF (1 acre)
Hangar	10,000 SF
Aircraft Ramp / Apron	10,000 SF
Aircraft Ramp / Apron	1 times largest hangar
Vehicle Parking	By agreement

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

- b. Specific Conditions of Use: No Commercial Activity of any kind shall be permitted on or from the Premises. No aeronautical services of any kind except operation and servicing of its own aircraft shall be permitted on the Premises. Hangar, office, shop or ramp space shall not be shared, subleased, or used by anyone other than the Lessee of the Premises. Operator shall not sell, barter, trade, or exchange any aeronautical goods and services with any other Entity. Operator shall not participate in any cooperative Aeronautical Activities with any other Entity and shall not engage in any joint activities or share any resources with any other Entity or person. Operator shall use the leased Premises solely for storage, maintenance and servicing of its own Aircraft. Operator may store, fuel, maintain, repair, adjust, clean, and otherwise service its own Aircraft (as defined in this section) in accordance with all applicable Regulatory Measures provided the Operator does so with Operator’s own Employees, vehicles, equipment, and resources.

APPENDIX 1 MINIMUM INSURANCE REQUIREMENTS

I. General Requirements

- a. All Persons conducting Aeronautical Activities at the Airport pursuant to an Agreement must maintain insurance policies and coverage limits that are relevant and appropriate to the activities conducted at the Airport. Persons required to maintain insurance include, without limitation, Commercial Aeronautical Operators, including FBOs and SASOs; Flying Clubs; conducting self-fueling in accordance with an Agreement, and all subcontractors and subtenants. Commercial and Non-Commercial Operators shall maintain sufficient commercial liability and / or hangarkeepers insurance to cover the loss of any facility and any aircraft within the facility.
- b. The City Manager will establish minimum insurance types and coverage limits for certain Persons conducting Aeronautical Activities at the Airport, provided however that the precise insurance types and limits required by the City will be established in an Agreement and may differ from or exceed such minimum requirements based upon the circumstances and the risks presented by the proposed Aeronautical Activity.
- c. In establishing insurance coverage types and limits, the City is not representing or guaranteeing that the types and limits are adequate to protect any Person's interests and liabilities. It is understood that the specified amounts of insurance stated herein or in an Agreement shall in no way limit the liability of a Person.
- d. The City may review insurance requirements during the term of an Agreement and to make reasonable adjustments to required types of insurance coverage, limits and exclusions when deemed necessary and prudent by the City Manager, e.g. based upon changes in statutory law, court decisions, the claims history of the industry or financial considerations of the insurance company and/or the Person.
- e. Each Person required to maintain insurance by operation of these Rules and Standards or an Agreement will provide a Certificate of Insurance listing the City as an additional insured. This obligation will not apply to any workers' compensation policy.
- f. Each Person must maintain the required insurance throughout the term of the Agreement.
- g. Each insurance policy, except workers' compensation, must cover both bodily injury and property damage.
- h. Each policy must be primary and non-contributory.
- i. Each policy, except a workers' compensation policy, must insure the defense and indemnity obligations assumed by the Person under the Agreement.
- j. It is the Person's responsibility to pay any retention or deductible for the coverages required herein and in an Agreement.
- k. Insurance must be secured by a company authorized to conduct business in the State of Missouri.

- l. Insurance policies must include a requirement that a 30-calendar day notice of cancellation, material change or non-renewal will be sent to the City Manager.
- m. In requiring Persons to maintain insurance hereunder, the City will not in any way assume liability for injury and damage occurring on or in connection with the Airport, and the City may claim any defense or immunity available under law, including but not limited to the maximum monetary limits on liability established by Missouri law.

II. Schedule of Insurance Based on Activity

Classification	Aircraft Liability	Premise Liability (GL)	Automobile Liability	Work Comp	Hangar Keepers	Environmental
Air Carrier	\$100m	\$1m	\$500,000	Statutory	\$200,000/ 400,000*	\$1m
Charter / Air Taxi 1-4	\$5m	\$1m	\$500,000	Statutory	\$200,000/ 400,000*	\$250,000**
Air Charter / Air Taxi 5-9	\$10m	\$1m	\$500,000	Statutory	\$200,000/ 400,000*	\$250,000**
Air Charter / Air Taxi 10-49	\$15m	\$1m	\$500,000	Statutory	\$200,000/ 400,000*	\$250,000**
Air Charter / Air Taxi 50+	\$100m	\$1m	\$500,000	Statutory	\$200,000/ 400,000*	\$250,000**
Air Cargo	\$10m	\$1	\$1m	Statutory		\$250,000**
Flight Training	\$1m			Statutory	\$200,000/ 400,000*	\$250,000**
Aircraft Maintenance		\$1m	\$500,000	Statutory	\$200,000/ 400,000*	\$250,000**
Aircraft Rental	\$1m				\$200,000/ 400,000*	\$250,000**
Aircraft Storage		Total ft ² x \$1000	\$500,000	Statutory	\$500,000*	
Aircraft Sales	\$2m	\$1m		Statutory		
Aircraft Restoration / Painting		Total ft ² x \$1000		Statutory	\$200,000/ 400,000*	\$500,000***
Specialized Flying	\$1m	\$1m		Statutory		
Ground Handling		\$1m		Statutory	\$1m	
Ground Support Equipment		\$1m		Statutory		
Aerial Application	\$1m		\$1m	Statutory		\$500,000
Based Aircraft – Single Engine Piston	\$1m	L	\$100,000			\$250,000**
Based Aircraft – Twin Engine Piston	\$1m	L	\$100,000			\$250,000**
Based Aircraft – Turbine – 6 or less	\$2m	L	\$100,000			\$250,000**
Based Aircraft - Turbine – 7+	\$5m	L	\$100,000			\$250,000**
Based Aircraft – Very Light Jet (4 to 8)	\$5m	L	\$100,000			\$250,000**
Based Aircraft – Light Jet	\$5m	L	\$100,000			\$250,000**
Based Aircraft – Midsize Jet	\$10m	L	\$100,000			\$250,000**
Based Aircraft – Super Midsize Jet	\$15m	L	\$100,000			\$250,000**
Based Aircraft – Large Cabin Jet	\$15m	L	\$100,000			\$250,000**
Concessionaire		\$1m	\$1m	Statutory		

The limits of liability for each policy coverage amount stated herein shall be adjusted upward as necessary to remain at all times not less than the maximum amount of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions pursuant to 537.600.

* Hangarkeepers insurance shall be required for any activity or operation that requires or permits the operator to move an aircraft that does not belong to the operator or by conveyance that does not involve a pilot operating the aircraft.

** Applicable for any operator intending to self-fuel.

L – Amount negotiated in lease, license, or permit.

Exhibit B - RFP Designated Areas

