



**Kootenai County
Coeur d'Alene Airport
Rules and Standards
Kootenai County
Coeur d'Alene Airport**

Preface

These Rules and Standards are intended to support Kootenai County's Mission Statement for the Coeur d'Alene Airport ("COE"), which is to create and maintain an air transportation facility which is safe, efficient, economical, environmentally-acceptable, and responsive to the community it serves. These Rules and Standards will replace the most recent version adopted in 1991 and will define the operating parameters for all stakeholders and users of the Coeur d'Alene Airport and identify what requirements must be offered in order to qualify to provide Commercial Aeronautical Activities at the Airport.

Due to the anticipated cost and time needed to implement some of these items under the Minimum Standards Section the County and Airport are providing a grace period as described. For any paper work required changes all entities are required to be in compliance within one (1) year of acceptance, for changes that require less than \$50,000.00 in cost all entities are required to be in compliance within three (3) years and for changes that require more than \$50,000.00 in cost all entities are required to be in compliance within five (5) years. Adoption of these Minimum Standards shall not constitute a waiver of non-compliance with the current (1991) Minimum Standards, and shall not waive or extend any time frames for compliance required by the 1991 Minimum Standards.

Acceptance Date: February 26, 2019

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Subdivision I - POLICIES AND GUIDELINES
IMPACTED PARTIES: ALL TENANTS AND USERS

SECTION A. -- DEFINITIONS

The following words and terms shall have meanings as 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 and/or without a current license and/or insurance 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.
- c. **Agreement** means a written, legally enforceable contract between Kootenai County and any party concerning access to and use of the Coeur d'Alene Airport.
- 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 Federal Aviation Administration.
- e. **Air Traffic Control Tower** means service provided by ground-based air traffic controllers who direct aircraft on the ground and through controlled airspace, and can provide advisory services to aircraft in non-controlled airspace.
- f. **Aircraft Management** means the Commercial Aeronautical Activity of providing aircraft flight dispatch, flight crews, or aircraft maintenance coordination on behalf of an aircraft owner.
- g. **Aircraft Rental** means the Commercial Aeronautical Activity of renting or leasing aircraft to the public for compensation.
- h. **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 continue to operate.
- i. **Aircraft Sales** means the Commercial Aeronautical Activity of the sale of new or used aircraft through brokerage, ownership, franchise, distributorship, or licensed dealership.
- j. **Airframe and Power Plant 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.
- k. **Airport** means the Coeur d'Alene Airport 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 Federal Aviation Administration, as may be amended from time to time.
- l. **Airport Driving Badge** means the badge issued by the County at no initial charge for the privilege of operating a motor vehicle on the airport. Additional charge for lost or stolen badges.
- m. **Airport Layout Plan or "ALP"** means a plan showing the existing and proposed Airport improvements and boundaries in a form prescribed by the Airport Director.

- n. **Airport Operations Area or “AOA”** means the area of the Coeur d’Alene Airport identified in the Airport Security Program that includes the aircraft movement areas, aircraft parking areas, loading ramps, safety areas, and any adjacent areas that are not separated by adequate security systems, measures, or procedures.
- o. **Airports or County Law Enforcement** means Persons identified by the Airport Director to provide security and/or law enforcement functions at the Coeur d’Alene Airport.
- p. **Airport Director** is the individual employed by Kootenai County to manage the daily activities and provide continuity for long range planning and development of the Coeur d’Alene Airport.
- q. **Airworthiness** means the condition of an aircraft as defined by FAA Regulations and FAA Orders
- r. **AVGAS** means aviation gasoline, 100LL or equivalent, intended for use in piston aircraft.
- s. **AVGAS Fueling** means the fueling of piston aircraft with fuel purchased at the owner’s discretion. No permits are required for AVGAS Fueling unless the fueling meets the standard required to obtain a Self-Fueling Permit.
- t. **Avionics Sales and Maintenance** 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.
- u. **Board of County Commissioners (BOCC)** means the elected officials who serve on the County Commission having jurisdiction over the Airport.
- v. **Commercial Aeronautical Activity** means the sale, exchange, trading, buying, merchandising, hiring, marketing, promotion, or selling of commodities, goods, services, or property, or any revenue-producing activity made available to the public in connection with Aeronautical Activities.
- w. **Commercial Aeronautical Operator** means an Entity or Person conducting a Commercial Aeronautical Activity at the Coeur d’Alene Airport pursuant to a Lease or other Agreement.
- x. **Commercial Fueling** means the fueling of aircraft by an authorized Fixed Base Operator for compensation. Compensation may be earned for the aircraft fuel, for the fuel dispensing service, or both. Commercial Fueling includes the non-exclusive right to 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 for compensation by an FBO or SASO meeting the qualifications described herein at an authorized fuel storage and dispensing facility.
- 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 under an Agreement between the Entity and the Coeur d’Alene Airport.
- aa. **Consent or Approval of the Airport Director**. Where this Agreement calls for the consent or approval of the County, the same shall be in the form of a resolution approved by the County as provided by law.
- bb. **County** means Kootenai County, Idaho.
- cc. **Department of Transportation** means the United States Department of Transportation.
- dd. **Entity** means each Person, partnership, organization, or business that has a legal Agreement with the County.

- ee. **FAA** means the Federal Aviation Administration.
- ff. **Fixed Base Operator or FBO** means an Entity that must offer, at a minimum, the required services identified herein in order to qualify as an FBO and provide Commercial Fueling. A qualified FBO may also provide additional Commercial Aeronautical Services in addition to the required services to qualify as an FBO as set forth in an Agreement between the County and the FBO.
- gg. **Flight Training** means the Commercial Aeronautical Activity of instructing pilots in dual and solo flight, in fixed wing or rotary 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 certificates and ratings. Flight training includes any portion of a flight 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 Fixed Base Operator that provides the minimum Aeronautical Services required in order to qualify as an FBO and offer Commercial Fueling services to include receiving, storing, handling, and dispensing of fuel, whether for sale to the public or for purpose of self-fueling. Fuelers are also authorized to remove fuel from aircraft into authorized storage devices meeting the qualifications contained herein.
- jj. **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.
- kk. **Ground Vehicle** is a non-aircraft self-propelled vehicle including, but not limited to, automobiles, trucks, vans, mobile fueling vehicles, aircraft tugs, and "Follow Me" golf carts.
- ll. **Jet Fuel** means aviation fuel intended for use in turbine aircraft.
- mm. **Lease** means a contractual agreement between Kootenai County and any Entity which grants a concession and/or otherwise authorizes the use of land or building space to conduct specified activities. A Lease is written and enforceable by law.
- nn. **Minimum Standards** means the qualifications set forth in Subdivision III hereof, which set forth the minimum requirements to be met as a condition for the right to conduct a Commercial Aeronautical Activity on the Airport.
- oo. **MOGAS** means automotive gasoline approved for use in piston aircraft.
- pp. **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.
- qq. **Non-Aeronautical Activity** means any activity that does not involve, make possible, or be required for the operation of aircraft or that contributes to or is required for the safety of such operations.
- rr. **Ordinance** shall mean any a piece of legislation enacted by the Board of County Commissioners ("BOCC").
- ss. **Permit** means a written document that may be issued by the County for the conduct of Aeronautical Activities and Non-Aeronautical Activities at the Airport and may be terminated by the County as provided in the document and in the Rules and Standards.

- tt. **Person** means any natural person.
- uu. **Premises** means the description of the property or asset that is the subject of a Lease Agreement or License between the County and a Tenant. The Premises will be described in each Agreement and the definition will apply to any extensions or amendments to the Agreement.
- vv. **Rules and Standards** means the qualifications, standards, requirements, and enforcement criteria established by Kootenai County as the minimum requirements to be met and adhered to as a condition for the right to conduct a Commercial Aeronautical Activity at the Airport.
- ww. **Safety Areas** means the runways and taxiways and surrounding runway safety areas and taxiway safety areas at the Coeur d'Alene Airport.
- xx. **Self-Fueling Permit** means a permit issued by the County that authorizes the storage and dispensing of fuel from a fixed storage tank or a mobile storage tank above state reportable value on leased premises to aircraft owned or under the direct control of the Tenant. As referenced in uniform Fire code.
- yy. **Self-Service** means the act of tying-down, adjusting, repairing, cleaning, and otherwise servicing an aircraft by a Person or Entity that owns the aircraft or by a Person or Entity that has exclusive use and operational control of the aircraft pursuant to a long-term agreement.
- zz. **SPCC Plan** is a Spill Prevention, Control, and Countermeasure Plan.
- aaa. **Special Aeronautical Event** means air shows, air races, fly-ins, or other similar aeronautical events requiring the general use of the Airport for other than routine Airport operations.
- bbb. **Specialized Aeronautical Service Operator or "SASO"** means an Entity that is authorized to provide one or a combination of Commercial Aeronautical Activities that does not include Commercial Fueling.
- ccc. **Specialized Flying Services** means providing specialized commercial flying services including but not limited to, nonstop sightseeing tours, aerial photography or surveying, power line or pipeline patrol, coastline monitoring, firefighting or fire patrol, air ambulance, airborne mineral exploration, or other air transportation operations specifically excluded from 14 C.F.R. Part 135.
- ddd. **Tenant** is any Entity that has an executed Lease or Permit with Kootenai County for occupying space at the Airport.
- eee. **Terminal** is any general aviation arrivals/departures terminal located at the Coeur d'Alene Airport.
- fff. **Through-the-Fence Operations** as any activity or use of real property of an aeronautical or non-aeronautical nature that is located outside (or off) of airport property but has access to the airport's runway and/or taxiway system. Airport property is property owned by the airport sponsor and shown on an FAA approved Airport Layout Plan (ALP). These properties are not under control in any manner by the airport sponsor.

SECTION B. -- LEGAL AUTHORITY, EFFECTIVENESS AND RESERVATION OF RIGHTS

I. Legal Authority and Purposes

- a. Kootenai County adopts these Rules and Standards pursuant to the County's authority to adopt and amend rules and regulations for the use and operation of the Coeur d'Alene Airport. The Rules and Standards also are adopted pursuant to the County's legal power as the operator, sponsor and proprietor of the Coeur d'Alene Airport. The Rules and Standards may be amended by the County from time to time.
- b. The Rules and Standards are adopted and approved by the County through the adoption of an Ordinance to promote the safe, secure, and orderly use of the Airport and to provide a competitive operating environment for the airport Tenants and users.
- c. Subdivision III (Minimum Standards) specifically is adopted to provide a common platform to provide Commercial Aeronautical Activities, subject to amendment from time to time, for the following purposes: to maintain a quality of service baseline for Airport users; ensure that services being provided at the airport are being provided by trained personnel; protect Airport users from unlicensed and unauthorized products and services through the establishment of a Permit or Agreement between the County and the Entity to provide services to Airport Tenants; enhance the availability of adequate services for all Airport users; promote the orderly use and development of Airport land for Aeronautical and Non-Aeronautical Activities; provide a clear and objective distinction between service providers that will provide a satisfactory level of service and those that will not; and prevent disputes between aeronautical service providers. Through-The-Fence Operations, other than mechanics that are requested to provide service on the Airport, are not authorized on the Airport. Fuel brought on to the Airport by Entity's authorized to provide Commercial Self-Service Fueling must be stored in authorized containers that meet the storage requirements and dispensed in compliance with the Rules and Standards, as may be amended from time to time. For MOGAS Fueling, fuel may be brought onto the Airport and dispensed into owner's aircraft.
- d. All Leases and other Agreements authorizing the use of Airport property and facilities shall require compliance with the Rules and Standards, as may be amended from time to time.
- e. The County recognizes the jurisdiction of the federal government, delegated to the Federal Aviation Administration, concerning the certification and regulation of pilots, air carriers and aircraft; and concerning the navigable airspace. Nothing herein is intended to assert jurisdiction by the County over matters under the exclusive jurisdiction of the federal government, and the provisions hereof shall be interpreted consistent with this purpose. In the event that there is a conflict between the Rules and Standards and provisions issued by the federal government, the provisions of the federal government will prevail.
- f. The invalidation of any specific provision shall not affect the validity of the remainder of the Rules and Standards.
- g. References and citations in the Rules and Standards to ordinances, laws, rules, regulations, codes, policies, standards, and guidelines promulgated by Kootenai County, State of Idaho, the United States, and public and private bodies include any amendments as may be adopted thereto after the County's adoption of the Rules and Standards.

II. Effectiveness and Amendment

- a. The Rules and Standards shall be effective upon adoption by the BOCC.
- b. The Rules and Standards apply to all Leases, Permits, Tenants, Entities and any unauthorized Aeronautical and Non-Aeronautical Activities on any part of the Airport. The Airport Director shall have the authority to enforce the Rules and Standards, as may be amended from time to time

- c. The provisions of Subdivision II (Rules and Regulations) shall apply to the greatest extent permissible under any Agreement or Permit for use of the Airport, and all Agreements executed after the adoption of the Rules and Standards shall be made subject to all such Rules and Standards, as may be amended from time to time.
- d. The provisions of Subdivision III (Minimum Standards) shall apply to any existing and new Agreement authorizing a Commercial Aeronautical Activity at the Airport. If there is a conflict between an existing Agreement and the Rules and Standards, the terms and conditions of the existing Agreement shall prevail through the Term of the Agreement. The waiver of the current Minimum Standards will not apply to any new Agreement that may be entered into with the County.
- e. Upon the expiration of an Agreement authorizing a Commercial Aeronautical Activity, the Entity will have the right of first refusal to enter into a new Agreement under terms and conditions offered by the County.
- f. The County may, at its sole discretion, waive all or any provision of these Rules and Standards for the benefit of government or governmental agencies conducting Aeronautical Activities at the Airport, but only upon determining that any such waiver will not materially impact safety. The County may waive all or any provision of these Rules and Standards in the event of a bona fide emergency.
- g. The Rules and Standards, as adopted and amended from time to time, by the BOCC, cancel and supersede all previous rules and standards and/or Minimum Standards governing use of the Airport, including the Kootenai County Rules and Regulations and Minimum Standards for Commercial Aeronautical Activities adopted in 1991.
- h. The County may amend the Rules and Standards to further promote and advance the purposes and policies set forth herein and to promote the safe use and growth of the Airport.

III. Reservation of Rights

- a. The County reserves the right to permit use of the Airport for the 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 grant of a privilege to conduct Aeronautical Activities at the Airport by a Lease or Agreement shall not be considered in any manner as affording the Aeronautical operator an exclusive right to conduct an 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 a Lease, Permit, or Agreement.
- c. The County reserves the right to decline to execute a Lease, Permit, or Agreement with any Entity wishing to conduct an Aeronautical Activity or Non-Aeronautical Activity at the Coeur d'Alene Airport if the County determines upon examination that the Entity refuses or will be unable to comply with the Rules and Standards throughout the term of the Lease, Permit, or Agreement.
- d. The County reserves the right to plan and develop the Airport in the best interest of the County, Tenants, and Airport users. Relocation of existing Tenants will be subject to and conducted in the manner provided in a Lease, Permit, or Agreement, by mutual agreement, or by exercise of eminent domain by the County.
- e. The County reserves the right to inspect facilities used for Aeronautical Activities and Non-Aeronautical Activities with reasonable notice for the limited purpose of ensuring compliance with the Rules and Standards and FAA requirements. The County further reserves the right to

audit records of Entities with a Lease, Permit, or Agreement to conduct Aeronautical and Non-Aeronautical Activities at the Coeur d'Alene Airport for the limited purpose of ensuring proper payment of rates and charges as may be imposed hereunder and/or in a Lease, Permit, or Agreement.

- f. The County reserves the right to install security devices on the Airport as may be deemed necessary by the Airport Director in furtherance of the Airport Security Program Wildlife Program or other required FAA directives. Security devices installed within a Tenant's leased premises shall be located only along the Airport perimeter or in public use areas.

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

I. Administration

- a. The Airport Director has primary responsibility for the interpretation and application of the Rules and Standards and is authorized to issue directives and interpretive guidance in conformity with the Rules and Standards. The decisions of the Airport Director hereunder are subject to appeal, as provided in Subsection II (Administrative Appeal).
- b. County employees, agents, contractors, and consultants are authorized to assist in the application and implementation of the Rules and Standards, principally through communications with Tenants and Airport users on the content and proper interpretation of the Rules and Standards.
- c. The most current version of the Rules and Standards shall remain on file in the office of the Airport Director. Tenants and users shall have the sole responsibility to ensure compliance with the most currently adopted version of the Rules and Standards.
- d. County employees, as designated by the Airport Director, have the right to enter and inspect any and all facilities and structures on the Airport, with reasonable notice for leased premises, for the limited purpose of ensuring compliance with the Rules and Standards.
- e. The Airport Director or law enforcement officers of Kootenai County through the adoption of a Resolution authorizing such actions and in conjunction with the Airport Director, are authorized to issue citations, summonses, or notices to appear for violations of the Rules and Standards.
- f. County Law Enforcement officers of Kootenai County through the adoption of a Resolution authorizing such actions and in conjunction with the Airport Director are authorized to detain and remove individuals for violation of the Rules and Standards, the County Code, or the laws of the State of Idaho.

II. Administrative Appeal

- a. A Person directly and substantially affected by an action or decision of the Airport Director, or designee, in interpreting and applying the Rules and Standards may appeal the action or decision as provided in this subsection. This right of administrative appeal shall not apply to the imposition of penalties hereunder, which may be appealed only as provided in Subsection III (Penalties).
- b. A Person may request reconsideration to the Airport Director of an action or decision hereunder. A request for reconsideration must be set forth in writing, containing a complete description of the reasons why reconsideration is proper, along with any relevant documentary evidence. The Airport Director shall provide a written response within thirty (30) calendar days of receipt of a complete request for reconsideration.
- c. A Person may subsequently appeal the Airport Director's denial of a request for reconsideration to the BOCC. A request for review must be made in writing including all information presented to the Airport Director for consideration and submitted to the BOCC. The item will be placed on

the agenda for the next available BOCC meeting. The BOCC shall establish a procedure for each appeal, including the opportunity for a verbal presentation by the appellant and/or by the Airport Director or designee. No appeal shall be made to the BOCC without first requesting reconsideration by the Airport Director pursuant to the preceding paragraph.

III. Penalties

- a. The County shall enforce the Rules and Standards through graduated penalties, to include one or more of the following, separately or in combination: verbal and written warnings; written notices of violation; administrative and/or civil penalties; revocation of Permits issued by the County; termination of Leases and eviction; referral to the County Attorney's Office for criminal prosecution; and removal from the Airport by County Law Enforcement.
- b. The principal means of enforcing the provisions of Subdivision III (Minimum Standards) will be through a Lease or Agreement authorizing an Entity to conduct a Commercial Aeronautical and/or Non-Aeronautical Activity.
- c. The County intends to promote voluntary compliance with the Rules and Standards without resorting to administrative fines and penalties, whenever possible. When a violation of the Rules and Standards is brought to the attention of the County, the Airport Director, or designee, will notify the offender in writing and advise the offender to cease the violation and/or take corrective action. The Airport Director reserves the right to waive the imposition of any penalties prescribed herein upon the successful completion of corrective action in a reasonable timeframe as determined by the Airport Director by a Person or Entity that has violated the Rules and Standards.
- d. The County may establish a schedule of administrative fines and penalties as identified in **Appendix 2** for violations of the Rules and Standards and to amend the schedule from time to time. The then current schedule of fines and penalties shall remain on file in the office of the Airport Director. The County reserves the right to accelerate penalties or the response timeframe depending on the severity of the violation. This provision shall be at the sole discretion of the BOCC.
- e. These enforcement procedures are in addition to any remedies or penalties authorized by a Lease, Permit, or Agreement, or pursuant to law or regulation.
- f. Violation of the Rules and Standards may constitute default under a Lease, Permit, or Agreement, and the County may pursue termination and eviction in such event in accordance with the terms of the Lease, Permit, or Agreement and applicable Idaho Laws. In the event of such termination, the Tenant or Entity shall peaceably vacate the Airport and surrender possession of the premises contained under the Lease, Permit, or Agreement to the County and cease all operations at the Airport. Termination will be pursued only after all rights of appeal are pursued. Should the Tenant or Entity fail to make such surrender under the terms of the Lease, Permit, or Agreement, the County shall have the right, at once and without further notice to the Tenant or Entity, 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 County found within or upon the same at the expense of the Tenant.
- g. The County may decline to enter into a Lease, Permit, or Agreement with a Person or Entity found to have violated the Rules and Standards.
- h. In addition to all other rights and remedies provided in these Rules and Standards, the County shall 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. -- RENTAL RATES, FEES, AND CHARGES

I. General

- a. The County reserves the right to impose fair market rental rates, fees, and charges for use of the Airport in compliance with FAA grant assurance requirements for the following purposes: to compensate the County for its costs to operate, maintain and develop the Airport; to make the Airport as financially self-sustaining as possible; to provide local funding for non-grant funded capital improvement projects; to compensate the County for the privilege of conducting Commercial Aeronautical Activities and Non-Aeronautical Activities on and generating revenue from the Airport; and to derive a reasonable rate of return from the use of Airport facilities.
- b. The County may impose rental rates, fees, and charges, including, but not limited to: landing fees; fuel flowage fees; rent for County owned and managed land and facilities; aircraft parking fees for County owned aircraft parking apron areas; access fees; concession and privilege fees; fines; and permit and administrative fees. The County will impose similar rates and charges for similarly-situated Entities conducting Commercial Aeronautical Activities and Non-Aeronautical Activities at the Airport.
- c. The County's imposition of any and all such rental rates, fees, and charges shall not affect an Entity's obligation to pay any taxes as may be assessed by an authorized taxing jurisdiction, including without limitation possessory interest, sales, and fuel taxes.

II. Adoption and Administration

- a. The County will adopt and implement a schedule of rental rates, fees, and charges annually. The rental rates, fees, and charges may be adjusted from time to time by the adoption following notice and publication of a new schedule. Neither the adoption nor amendment of the schedule of rental rates, fees, and charges shall require an amendment to the Rules and Standards, Agreements, Leases, or Permits.
- b. Rental rates may be reviewed annually by the Airport Advisory Board and a recommendation made to the BOCC for the adoption of the final rental rates. Rental rates will be established based on a combination of any of the following criteria: 1) A survey of similarly situated airports in the Northwest region that offer similar services with the fair market rate being an average of the subject properties and land factoring in age, access to utilities, infrastructure condition, dimensions, capacity, and other conditions that impact the value of the property (ex. insulation, supplemental heating, additional electrical capacity, tenant finishes, etc.); 2) An airport based appraisal based on a portfolio of airport properties and improvements comparable to what is in place at COE; 3) Cost of the improvements and repairs associated with the facility; 4) The required revenue from the land and improvements required in order to meet the financial self-sufficiency Grant Assurance for the Airport; 5) Whether the land or improvement is being used for an Aeronautical Activity or Non-Aeronautical Activity; 6) The Consumer Price Index ("CPI") for the northwest region; and 7) the goal to have the Airport be financially self-sufficient.
- c. Fees and charges will be reviewed annually by the Airport Advisory Board and a recommendation made to the BOCC for the adoption of the fees and charges. Fees and charges will be established based on a combination of any of the following criteria: 1) Historical fees and charges; 2) A survey of fees and charges for comparable services provided in the Northwest region; 3) Cost recovery with a reasonable margin to reimburse the County for the cost of providing the service covered by the fee or charge; 4) Cost reimbursement for indirect costs to the Airport for providing the service covered by the fee or charge; and 5) The Consumer Price Index ("CPI") for the northwest region.
- d. All Entities on the Airport shall be liable to pay the then-current rental rates, fees, and charges applicable to their use of, and activities on the Airport, effective as of the date of adoption, except in the event that a rate or charge is established by an Agreement and such Agreement does not

permit or provide for adjustment of the rental rates, fees, and charges by the means provided herein.

- e. Non-payment of rental rates, fees, and charges in accordance with the published schedule(s) of rental rates, fees, and charges or an Agreement defined rental rate, fee, or charge may result in termination of the Agreement as called for therein; eviction from any leased premises; the suspension or revocation of the right or privilege to conduct a Commercial Aeronautical Activity or Non-Aeronautical Activity at the Airport; and/or the impoundment or lien on aircraft and property, as may be authorized pursuant to federal and Idaho law.

SECTION E. -- LEASING POLICY

I. General

- a. The County will confer the right of exclusive, preferential, or joint use possession of a portion of the Airport by means of a Lease, Permit, or other Agreement. All Leases, Permits, and Agreements shall be for a defined period of time, shall be in writing, and shall not be effective unless and until approved and executed by the County and the Entity.
- b. The County may lease improved or unimproved Airport property and facilities. The County may lease Airport land and improvements to Commercial Aeronautical Operators, and other entities for the conduct of commercial and non-commercial Aeronautical Activities and Non-Aeronautical Activities.
- c. The County shall lease land and improvements for uses consistent with the then-current Airport Layout Plan and Airport Master Plan. If a proposed use requires an amendment to the Airport Layout Plan, the Airport Layout Plan amendment must be submitted to the FAA before the Lease can be effective.
- d. The County will lease land and improvements on a first-come-first-served basis or initiate a procurement action, at its sole discretion, to determine whether any other Entity is interested in leasing the same land and improvements.
- e. All new Leases that are entered into by the County following the adoption of these Rules and Standards by the BOCC shall contain a provision in the Lease indicating that upon termination of the Lease, Tenant has the right of first refusal to enter into a new Lease Agreement with the County for the premises, as described in the original lease, under terms and conditions as determined by the County at that time; or, the Tenant shall have the right to remove the improvements thereon, at its sole expense, and the ground returned to its original condition. If the Tenant does not enter into a new Lease Agreement or remove the improvements, ownership of the improvements in existence or constructed by the Tenant on the Premises during the Term of the Lease Agreement shall revert to the County, free and clear of all liens, claims and other encumbrances or adverse interest in the Premises if the County so desires. The Premises shall be the property or the assets described in the lease.
- f. The County will lease only as much land as is necessary to enable an Entity to accommodate demonstrated and reasonable future needs, in addition to any other contiguous Airport land that would be rendered commercially unmarketable by virtue of its size, access, configuration, utility capacity, or other conditions.
- g. Any Entity wishing to lease property at the Airport must demonstrate sufficient financial capacity to make any required capital investment and any continuing investment and to pay rent and other rental rates, fees, and charges throughout the term of the Lease on a timely basis. Information to be provided includes, but is not limited to: a) name of Entity and identification of owners; b) a letter from the financial institution confirming that the Entity meets the lending

institution's requirements to enter into the Agreement; and references as determined by the Airport Director.

- h. The County reserves the right to establish a waiting list for hangar facilities owned and operated by the County. Upon the vacancy of any such County owned and operated facilities, the County shall extend the opportunity to the first Entity listed on the waiting list and the Entity will have thirty (30) calendar days to enter into an Agreement with the County. If the Entity does not execute an Agreement in the thirty (30) calendar day timeframe, the Entity will lose its rights and the next Entity on the waiting list will be solicited. No Entity may sublease a hangar owned and operated by the County without the County's prior written approval. Tenants are specifically prohibited from transferring Agreements without the prior written approval of the County.
- i. Upon the sale to another party by an Entity of improvements it constructed pursuant to a land Lease, at the request of the Lessee and the buyer, the County may approve an assignment of the Lease to the buyer including the release for the Lessee of any further obligations under the terms of the Lease. Such assignment shall be subject to the assignee satisfying all the terms and conditions of the Lease as contained therein.

II. Lease Terms

- a. The County may develop standard form Leases, Permits, or Agreements that may be presented to new Entities for execution. The County reserves the right to update or revise its standard form Lease(s), Permits, or Agreement(s) at any time to meet the conditions of individual transactions acceptable to the County.
- b. For existing Leases, Permits, or Agreements in effect at the time of the adoption of these Rules and Standards, all terms and conditions contained in the existing Lease, Permit, or Agreement shall prevail.
- c. New Leases for facilities that will be developed by third parties following adoption of these Rules and Standards that require substantial capital investment shall be for a base term mutually agreed upon between the parties commensurate with the Entity's financial investment in the property or facility, but in no event, shall exceed a base term of twenty-five (25) years. The County reserves the right, at the County's sole discretion, to grant one (1) additional twenty-five (25) year option term based on the overall level of investment or reinvestment required for the property or improvement. If offered and agreed between the parties, option term must be executed at least one (1) year prior to the expiration of the base term or the offer for the option term will be cancelled.
- d. For new Leases or Agreements for existing facilities owned and operated by the County up to a value of one million dollars (\$1,000,000), excluding T-Hangars,, the maximum base lease term shall be two (2) years with the potential for one additional two (2) year option term to be exercised based on mutual agreement as agreed to between the parties at least six (6) months prior to the expiration of the base term. The County reserves its rights to agree to any such option term and to make decisions in the best interest of the County, at its sole discretion.
- e. For new Leases or Agreements for existing facilities owned and operated by the County valued at over one million dollars (\$1,000,000), the maximum base lease term shall be five (5) years with the potential for one additional five (5) year term to be exercised based on the mutual agreement as agreed to between the parties at least six (6) months prior to the expiration of the base term. The County reserves its rights to agree to any such option term and to make decisions in the best interest of the County, at its sole discretion.
- f. New T-Hangar Leases for facilities owned and operated by the County shall be for a maximum of one (1) year renewable annually upon mutual agreement. Payment for T-hangars for the annual Lease shall be paid in full for the year in advance.

- g. New Leases shall provide for escalation of rent as called for in Subdivision I, Section D above (Rentals, Fees, and Charges).
- h. The County may require major maintenance investments in County owned premises during the term of the Lease depending on the length of the lease term and/or option term to ensure the proper maintenance and improvement of the property or improvement and that the property and improvement shall be usable for the expected useful life.
- i. The provisions of this Subsection II (Lease Terms) shall not alter or modify the terms of a Lease, Permit, or Agreement in effect at the time of initial adoption of the Rules and Standards. In the event of a conflict between the Rules and Standards and an existing Lease, Permit, or Agreement, the Lease, Permit, or Agreement terms shall prevail until the expiration of the existing Agreement, at which point, the provisions of these Rules and Standards shall apply.

SECTION F. -- DEVELOPMENT STANDARDS

The Coeur d'Alene Airport Advisory Board will review each development request prior to the County entering into a Lease, Permit, or Agreement for Airport property. The Airport Advisory Board will make recommendations to the BOCC for each Lease, Permit, or Agreement to ensure compatibility with the structural designs of other buildings and structures at the Airport.

I. Construction

- a. Buildings, structures, pavements, or any other improvements or additions requiring a building, grading, or similar permit from a local, state, or federal government agency shall not be placed, constructed, altered, or removed without the prior written approval of the Airport Director.
- b. All development must follow all applicable County Ordinances related to development.
- c. The BOCC may require a performance bond to guarantee the completion of the construction or renovation consistent with the conditions and schedule included in a Lease, Permit, or Agreement. Entities performing construction shall prevent and/or eliminate any liens placed on projects within forty eight (48) hours of written notice received by the County.
- d. Plans and construction must comply with applicable FAA design standards, the Idaho State Fire Code, and the Kootenai County Building Code, and any other applicable requirements as each may be amended from time to time.
- e. Plans and construction must be consistent with the then-current and/or approved versions of the Airport Master Plan, Airport Layout Plan, Airport Certification Manual, Airport Security Program, and the Rules and Standards. These documents shall be available from the office of the Airport Director, with the exception of the Airport Security Program, which is Sensitive Security Information and not available for public review. It is the responsibility of the Entity to ensure compliance with the most current version of all referenced documents.
- f. Required notices submitted pursuant to 14 C.F.R. Part 77, Objects Affecting Navigable Airspace, must be submitted through the Airport Director and approved in writing prior to the commencement of construction. The cost of development of the submission and obtaining approval shall be at the sole cost of the Entity proposing such construction.
- 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. Windows and large areas of glass shall be oriented to avoid glint and glare which could distract pilots landing at, taking off from, or taxiing on the Airport.

- i. Detailed plans and specifications must be submitted in writing, reviewed, and approved in writing by the Airport Director **before** construction may commence. The Entity takes full responsibility for executing contracts for any and all requested construction.
- j. All signs shall be installed in accordance with Federal Aviation Administration regulations.
- k. Construction shall be in conformance with the approved plans and specifications.
- l. Contractors must maintain insurance coverage as determined by the County. The County must be named as an additional insured on all policies. Policies may not be cancelled without thirty (30) day prior notice to the County.
- m. Entity will hold the County, its contractors, agents, and employees harmless for all claims as a result of the project.
- n. Tenants shall deliver to the Airport Director one paper copy and one electronic copy on CADD "as built" plans within thirty (30) days of the completion of construction.
- o. The County is not responsible for any fees and other costs for building permits or other required approvals.

II. Signage

- a. Signs must comply with all County ordinances. Signage requests shall be submitted to the BOCC and written approval provided prior to construction.

III. Utilities, Landscaping and Design

- a. All facilities requiring sanitary and/or water service shall connect to the public water system. All use fees and connection fees from the premises to the main utility line shall be at the sole expense of the Tenant.
- b. All electrical and telephone service shall be underground and the connection and user charges shall be the sole responsibility of the Entity.
- c. All landscaping plans must be in conformance with County requirements and must be approved by the Airport Director in writing prior and endorsed by the Airport Advisory Board prior to submission to the BOCC for approval.
- d. Landscaping plans shall be included in the submission package and shall not include items where growth of natural objects would constitute an obstruction or hazard to air navigation, interfere with aircraft and Airport operations, or attract potentially hazardous wildlife.
- e. Building specifications shall be approved in advance in writing by the Airport Director prior to construction.
- f. All customer facilities and accommodations for passengers and crews of transient aircraft must include an accessible ramp or other access in compliance with the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*) for the disabled and sanitary restrooms available for use by the disabled.
- g. Automobile parking in locations which do not interfere with aircraft operations shall be provided near aircraft storage hangars. All aircraft storage hangars shall provide a personnel entrance door.

- h. The Tenant shall provide a paved aircraft apron within the leased area to accommodate all Tenant-related aircraft movement from the Tenant's building to the public ramps, taxiways and runways.
- i. All construction or alteration on the Airport shall be designed so as to conform to the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*) and implementing regulations and guidelines, as determined by the County.

SECTION G. -- FLYING CLUBS

I. General

According to the FAA Airport Compliance Manual, Order 5190.6B, "the FAA defines a flying club as a nonprofit or not-for-profit entity (e.g., corporation, association, or partnership) organized for the express purpose of providing its members with aircraft for their personal use and enjoyment only." Essentially, it's an aviation co-op group of people coming together to share the cost of ownership to make flying more affordable.

- a. Members of a Flying Club shall share equally in the property rights, assets, interests, liabilities, and obligations of the club, and no part of the net earnings of the club will inure to the benefit of any individual in any form. Flying Clubs must comply with FAA Order 5190.6B, Paragraph 10.6, including the April 4, 2016 amendments to paragraphs 10.6(c)(3) and (4) and the addition of paragraphs 10.6 (c)(8) and (9).
- b. Each Flying Club must be registered with the state of Idaho as a non-profit corporation or partnership.
- c. Each Flying Club shall maintain all information and documents required to be compliant with Idaho law, and they will be made available to the Airport Director upon request.
- d. The Flying Club shall maintain a roster of current club members, made available to the Airport Director upon request. In general, members are shareowners of the club's aircraft, lessors of the club's aircraft, and/or regular dues-paying members.
- e. Flying Club aircraft are designated for use for the express of the club's members and shall not be used for commercial operations. Flight instruction may be provided to the club's members in accordance with FAA Order 5190.6B, subparagraph 10.6 (c) (3).
- f. A Flying Club operating at the Airport shall have the right to provide Self-Service maintenance for authorized Flying Club aircraft in accordance with FAA Order 5190.6B, subparagraph 10.6 (c)(4).
- g. 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 or Entity other than a member of such 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, charter, air taxi, or aircraft rental services for non-members.
 - a. Insurance shall be provided and paid for by the Flying Club as provided in Appendix 1.
 - b. "Available upon request" shall mean a response is due within seven (7) business days.

II. Violations

- a. If a Flying Club is determined to be in violation of the Rules and Standards, the Airport Director will notify the club in writing of such violations. If the club fails to correct these violations within fifteen (15) calendar days following the notice date, the Airport Director 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 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.
 - 3) Require a Flying Club to cease all operations following written notice.
 - 4) Impose such other penalties as are authorized in Section C hereof.

SECTION H. -- 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 or Permit endorsed by the Airport Advisory Board, approved in writing by the BOCC, and executed by the parties prior to the start of the Special Aeronautical Event. The Agreement or Permit shall specify the dates and times of the Special Aeronautical Event; areas of the Airport authorized for use as agreed to by the Airport Director during the Special Aeronautical Event; insurance and indemnification for the County to be provided by the Special Aeronautical Event sponsor; a plan to ensure safety and security during the Special Aeronautical Event; special arrangements for ground vehicle and aircraft parking, arrangements for crowd control and pedestrian access to the AOA, compensation to the County for expenses incurred, the provisioning of concessions, and such other terms and conditions as the Airport Director may require. The sponsor is explicitly prohibited from offering any service not approved in the Agreement. Failure to comply shall be grounds for immediate revocation of the Agreement without recourse by the Entity.

II. Through-the-Fence Operations

The County has determined that Through-the-Fence Operations by aircraft and aeronautical and non-aeronautical service providers, excluding certified FAA mechanics who have obtained Permits from the County to operate on the Airport, have the potential to compromise safety and the efficient use and operation of the Airport and its Tenants. The County will not authorize an Entity to conduct an Aeronautical Activity or Non-Aeronautical Activity requiring through-the-fence access except for A&P mechanics who have active Permits. The County reserves the right to restrict access to the Airport to violators.

III. Advertising Policy

- a. The Airport and its facilities shall be used for authorized aeronautical and non-aeronautical purposes, as authorized by Kootenai County and as authorized in Leases, Permits, and Agreements between Tenants and the County.
- b. The County, at its sole discretion, may permit use of portions of the facilities and the Airport for various forms of advertising. The County's primary purpose in permitting advertising is to generate revenue and promote the Airport. The County may permit commercial and promotional advertising that promotes the sale, rental, or availability of goods, products and services from Airport Entities; the promotion of special events at the Airport; the availability of leasable land and premises; governmental advertising to advance specific governmental purposes; and public service announcements. All advertising requires prior written approval by the Airport Director.

- c. The decision to permit or deny any particular advertising shall be made by the Airport Director and subject to appeal as provided in Section C (II) (Administrative Appeal).

Subdivision II – RULES AND REGULATIONS
IMPACTED PARTIES: ALL TENANTS AND USERS

SECTION A. -- PERSONAL CONDUCT

I. General

- a. No Person shall obstruct, impair, or interfere with the safe, orderly, and efficient use of the Airport by any other Person, vehicle, or aircraft.
- b. No Person shall commit any disorderly, obscene, or indecent act on the Airport.
- c. No Person shall engage in, conduct, aid in, or abet any form of gambling on the Airport in County owned and operated premises, except as may be approved in writing by the Airport Director in conformance with Idaho law.
- d. No Person may consume alcoholic beverages on the Airport in County owned and operated premises. No person may consume or otherwise use controlled substances on the Airport.
- e. No Person shall abandon, park, or store personal property in public view, including, but not limited to, motor vehicles (excluding vehicles that are parking in the hangar during periods when the aircraft is being used), recreational vehicles, trailers, boats, pontoons, personal watercraft, inoperative ground support equipment, or inoperative aircraft on land or in premises that are Leased, under Permit, or under other forms of Agreements. All short terms parking of vehicles on the leased premises shall have current license plates and tabs.

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 leased premises clean and clear of all rubbish, junk, and debris. If, after written warning by the Airport Director, or designee, the area is not cleaned, the Airport Director may have the premises cleaned and paid for by the Tenant at the Tenant's sole expense. Payment is due and payable upon receipt.
- c. No Person shall knowingly, recklessly, or negligently cause debris to be left within the AOA in such manner as may pose a risk 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. 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 by persons authorized by the County may be permitted in the AOA without actual physical control.
- b. No Person shall feed or encourage the congregation of birds, deer, or other animals on the Airport.

IV. Firearms and Explosive Devices

- a. No Person other than a duly authorized federal, state, or local law enforcement officer shall fire or discharge any firearm of any description on the Airport or onto the Airport. The foregoing restrictions on discharging firearms do not apply to individuals engaged in wildlife management

in accordance with a wildlife hazard management plan or as authorized by the Airport Director, or in the defense of one's life. This provision does not prohibit carrying of authorized firearms under the State Law.

- b. No Person shall possess on the Airport any explosive device or any hoax device. The foregoing 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 Airport Director. The foregoing restriction also does not apply to the possession and use of explosive devices in connection with the design, manufacture, repair, refurbishment, or operation of aircraft. For purposes of these Rules and Regulations, a hoax device shall include any object that would cause a Person to reasonably believe that the object is or contains a destructive, incendiary, or explosive device.

V. Hunting

No Person shall hunt, pursue, trap, catch, injure, or kill any animal on the Airport. The foregoing prohibition does not apply to individuals engaged in wildlife management in accordance with a wildlife hazard management plan or as authorized by the Airport Director or pest control programs initiated by Tenants.

VI. Smoking

- a. Smoking is prohibited in all indoor areas of County owned and controlled facilities.
- b. Smoking is prohibited in exterior areas of County owned and controlled facilities, including (i) within ten (10) feet of any door to a County owned and operated building on the Airport, (ii) within one hundred (100) feet of any fuel storage facility or fuel dispensing facility on the Airport or equipment, and (iii) within fifty (50) feet of any facility owned and operated by the County.
- c. The County may designate specific exterior areas of the County owned and controlled facilities at the Airport in which smoking is permitted.

VII. Vandalism and Damage to Airport Property

No Person shall willfully destroy, injure, damage, or deface in any way public property of any nature located on the Airport. Any Person causing or liable for damage of any nature shall report such damage to the Airport Director and, upon demand by such office, shall reimburse the County for the full amount of the damage. The cost of repairing any such vandalism or damage shall be paid for by the offending party.

VIII. Residential Use

- a. No building or facility on the Airport shall be used for residential use. The foregoing prohibition shall not apply to pilot resting facilities and similar facilities designed and used for temporary occupancy. Hangar use must adhere to all County code requirements.
- b. No Person shall engage in Through-the-Fence Operations by taxiing an aircraft between any location on the Airport and any off-Airport property used for residential purposes.

IX. Non-Aeronautical Use of Airport Facilities

No hangar, T-hangar, or similar aeronautical structure on the Airport designated for use for aeronautical purposes, shall be used for non-aeronautical purposes in accordance with 14 CFR Chapter I effective July 1, 2017, as may be amended from time to time, without the prior written permission of the Airport Director. There shall be no use of hangars for non-aeronautical purposes as long as there is an aeronautical user that is willing to execute a Lease, Permit, or other Agreement with the County.

Provided the hangar is used primarily for aeronautical purposes, the County may permit non-aeronautical items to be stored in hangars provided the items do not interfere with the aeronautical use of the hangar. The County will generally not consider items to interfere with the aeronautical use of the hangar unless the items:

1. Impede the movement of the aircraft in and out of the hangar or impede access to aircraft or other aeronautical contents of the hangar.
2. Displace the aeronautical contents of the hangar. A vehicle parked at/in the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft.
3. Impede access to aircraft or other aeronautical contents of the hangar.
4. Are used for the conduct of a non-aeronautical business.
5. Are stored in violation of airport rules and regulations, lease provisions, building codes, or local ordinances.

Any prohibited item shall be removed by the Entity upon written notice and a reasonable cure period by the Airport Director and, if not removed as outlined in the written notice, shall be subject to removal by the at the sole expense of the Entity. Reimbursement for such action shall be due and payable upon demand.

Hangars located on airport property must be used for an aeronautical purposes, or be available for use for an aeronautical purposes, unless otherwise approved by the FAA Office of Airports as described in Section III. b. Aeronautical uses for hangars include:

1. Storage of active aircraft.
2. Final assembly of aircraft under construction.
3. Non-commercial construction of amateur-built or kit-built aircraft.
4. Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
5. Storage of aircraft handling equipment, e.g., towbars, glider tow equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of aircraft.

X. Solicitation and Picketing

a. Solicitation

- 1) No Entity shall distribute any literature, circulars, pictures, sketches, drawings or other forms of printed or written material or engage in any form of solicitation not exclusively leased on the Airport without the prior written permission of the Airport Director.

b. Picketing, marching, demonstrations

- 1) Each Entity wishing to engage in picketing, marching, or demonstrations on County owned and operated premises at the Airport shall first obtain a written Permit from the Airport Director, or designee. Each Permit shall specify the area of the Airport on which picketing, marching, or demonstrating shall be permitted, the date and time such activity shall be permitted, and any other reasonable conditions that the Airport Director may deem necessary for the safety of persons and property or for the efficient operation and security of the Airport.

- 2) All authorized picketing, marching, and demonstrations shall be conducted on County owned and controlled premises (i) in a peaceful and orderly manner; (ii) without physical harm, molestation, threat, or harassment of any person; (iii) without obscenities, violence, breach of the peace, or other unlawful conduct; (iv) without obstructing the use of the Airport by others; (v) without hindrance to or interference with the proper, safe, orderly and efficient access to/from, and operation of, the Airport and activities conducted thereon; and (vi) in strict conformance with any operating procedures governing such activities on the Airport and the direction and conditions prescribed in writing by the Airport Director.

SECTION B. -- AIRCRAFT OPERATIONS

I. General Responsibilities

- a. The operation of aircraft on the Airport shall be conducted in conformity with FAA regulations; Idaho law; directives and orders of the Air Traffic Control Tower (when in operation); TSA regulations, if applicable; 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 shall 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. 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.
- d. In addition to any other penalties prescribed by these Rules and Standards or that may be imposed by FAA for the same conduct, the Airport Director is authorized to 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, at the sole discretion of the Airport Director, present a real and present danger to the safety of persons or property on the Airport; or (ii) who has been found by the County to have violated the preceding provision of the Rules and Standards concerning the safe operation of aircraft on the Airport.
- e. As provided in FAA regulations and Idaho law, no Person shall operate or have actual physical control of any aircraft while under the influence of alcohol, drugs, or other 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. This provision is not intended to create new or different standards than provided in FAA regulations or Idaho law.
- f. It is strongly recommended that no Person shall land at, take off from, or taxi on the Movement Areas of the Airport in an aircraft that is not equipped with a functioning radio transmitter and receiver if the air traffic control tower is in operation. In the event of inadvertent radio failure, if the air traffic control tower is not in operation, or if the aircraft is not equipped with a radio, standard light signals shall be observed.
- g. Any aircraft owner or operator causing damage to Airport property shall be fully liable to the County for repair of any such damage, in addition to any other penalties prescribed herein.

II. Parking, Ground Movement, and Engine Run-Up

- a. No aircraft shall be parked or stored at the Airport except in areas designated by the County for such purposes. Aircraft operators are solely responsible for properly securing the aircraft while parked or stored to avoid damage to the aircraft, other aircraft, or buildings/improvements and for maintaining the aircraft in a safe and mobile condition.
- b. No aircraft shall be left unattended on the Airport unless it is in a hangar or adequately secured.
- c. 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. No one shall use any Common Use Area for parking or storing of aircraft or vehicles. Common use designations may be changed from time to time by the County following written notice.
- d. Aircraft shall not be parked so as to block movement on taxiways, public ramps, or in Common Use Areas. At the direction of the Airport Director, or designee, the operator, owner, or pilot of any illegally parked aircraft on the Airport shall move the aircraft to a legally designated parking area on the Airport. If the operator refuses to comply with such direction, the County may tow said aircraft to such designated area at the owner's operator's sole expense. The County will be held harmless for any such action and will not be liable for any damage to the aircraft resulting from such actions.
- e. Tenants shall park and store all aircraft and equipment used for their operations within their Leased Premises.
- f. Abandoned Aircraft are prohibited on the Airport. The Airport Director 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 will not be considered abandoned provided that the aircraft is under the care, custody, and control of an Entity and the Entity has the present intention of completing or restoring the aircraft to an airworthy condition. The Airport Director may request evidence to demonstrate the Entity's intention to complete or restore an aircraft to an airworthy condition.
- g. Non-airworthy aircraft shall not be permitted within the common use tie-down, or ramp areas, without prior approval of the Airport Director. Aircraft in any active stage of manufacture, repair or refurbishment may be parked within the entity's controlled tie-down or ramp areas provided that the aircraft is under the care, custody, and control of an Entity and the Entity has the present intention of completing or restoring the aircraft to an airworthy condition.
- h. Aircraft operators shall obey all pavement markings, signage, and lighted signals.
- i. No Person shall taxi an aircraft until the Person has ascertained by visual inspection of the area or through guidance from the Air Traffic Control Tower, when operative, that there will be no danger of collision with any Person or object in the immediate area.
- j. Fixed wing aircraft taking off or landing at the Airport shall do so only from designated runways and in full compliance with FAA regulations.
- k. Run-up of jet, turboprop, or piston engines shall be performed only in the areas designated for such purpose by the Airport Director.
- l. 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 applicable FAA regulations and all reasonable safety procedures are followed. 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.

- m. Aircraft shall not be started within any County owned and operated structures on the Airport, provided that aircraft and aircraft engines may be started in structures on the Airport during research and development, manufacture, and repair.
- n. No Person shall start the engine of any aircraft unless the wheels of said aircraft are then blocked or unless adequate brakes thereon have been actuated.
- o. 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.
- p. No helicopter shall be operated within fifty (50) feet of any building and shall operate only from areas designated by the County without a variance. A variance as called for herein may be granted where there is a history of safe operations by the Tenant or where the variance is granted as part of an Agreement. Once a variance is issued, it shall remain in effect with the Lessee for the Term of the Agreement provided the Lessee is in compliance with the terms and conditions of the variance.
- q. No Person shall operate an aircraft on pavement designed solely for ground vehicle or pedestrian traffic.

III. Aircraft Accidents

- a. The pilot of an aircraft involved in an accident on the Airport shall report the accident to the Airport Director immediately, in addition to any and all other notifications and reports required to be made to other federal, state, and local authorities. In the event said pilot is not able to make such report to the Airport Director on a timely basis, the owner of the aircraft or owner's agent shall make such report.
- b. In the event of an accident on the Airport, the County, through the Airport Director 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, move damaged aircraft from the landing areas, ramps, aprons, or other areas at the expense of the owner and without liability to the County for damage resulting from such moving.
- c. Airport property damaged or destroyed by accident or otherwise shall be repaired or replaced immediately at the sole expense of the responsible parties.
- d. The pilot or owner of any aircraft that sustains material damage affecting the airworthiness of the aircraft while conducting operations on the Airport shall immediately notify the Airport Director.

IV. Airport Closure

- a. The Airport Director, or designee, has the right at any time to close the Airport, or any portion thereof, to air traffic; to delay or restrict any flight or other aircraft operation; and to 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 Airport Director shall have the right to temporarily close the Airport for Special Aeronautical Events. In the event the Airport Director, or designee, 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. An Entity has the right to Self Service an aircraft that the Entity owns; aircraft that the Entity has under its exclusive use and operational control pursuant to a long-term lease or other similar agreement; or aircraft that are under the care, custody, and control of an Entity during manufacturing and warranty work. The right to Self-Service includes the right to tie down, adjust, repair, fuel, defuel, clean, and otherwise service an aircraft. Certificated pilots are permitted to perform or have performed by qualified providers, preventive maintenance in accordance with 14 C.F.R. Part 43.
- b. Each FBO and/or SASO Entity authorized to engage in Self-Service Fueling shall have the requisite training and/or certification as may be required by the Rules and Standards and FAA regulations.
- c. The County does not recognize aircraft managers, co-ops, or hangar associations to be the owner or lessee of an aircraft, and each such Entity is not permitted to Self-Service. Flying Clubs and fractional aircraft owners pursuant to 14 CFR Part 91 are permitted to Self-Service aircraft based at the Airport. Aircraft manufacturers are permitted to Self-Service aircraft under their care, custody, and control prior to delivery to customers and during warranty work. Self-Service may be conducted only by the aircraft owner or operator, including an employee or contractor of an Entity.
- d. The County reserves the right 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 shall be performed within hangars, provided such activity does not pose a fire or safety hazard.
- b. Aircraft painting shall be performed in compliance with all Environmental Protection Agency ("EPA") guidelines.
- c. Aircraft cleaning shall be performed only in the areas and in the manner prescribed by the County and in compliance with the Airport Storm Water Management Plan.

VII. Limits on Aeronautical Activities

- a. The following types of aircraft and other aerial devices may not be operated on the Airport without the prior written authorization from the Airport Director:
 - 1) Unmanned aerial vehicles.
 - 2) Kites, model airplanes, tethered or non-tethered balloons, rockets, and similar aerial devices.

Ultralight aircraft use is specifically prohibited on the Airport.

- b. Use of any portion of the Airport as a designated drop zone for parachute jumping or skydiving shall be specifically prohibited unless authorized by an approved Permit.
- c. The Airport Director may seek review by the FAA upon receipt of an application to conduct one of the foregoing Aeronautical Activities or another Aeronautical Activity not then occurring on the Airport. In the event that the Airport Director grants approval to conduct an Aeronautical Activity, the Director's approval shall be in the form of a directive authorizing the submitting party, and other similarly-situated Entities, the right to conduct the Aeronautical Activity and prescribing specific conditions for use of the Airport for the Aeronautical Activity which shall be at the sole discretion of the Airport Director. The authorized Aeronautical Activity shall be

conducted in conformance with such directive, all applicable requirements contained in FAA regulations, and any other conditions as may be imposed by the Airport Traffic Control Tower. Failure to comply may result in the immediate revocation of the Entity's right to conduct such activity which shall be determined at the sole discretion of the Airport Director.

SECTION C. -- FUELING AND ENVIRONMENTAL PROTECTION

I. General

- a. All aviation fuels and oil based products for sale on Airport property shall be dispensed only by Entities qualifying as an authorized fueling provider and so authorized in a Lease, Permit, or other Agreement. No other Entities shall sell, transport, store, dispense, or otherwise introduce fuels and oils for sale onto Airport property. All stored Commercial Fueling and Commercial Self Service Fueling fuel must be stored in areas that provide for secondary sufficient to prevent the discharge of fuel onto the property in the event of a spill and/or leak. The requirement for containment shall also apply to any areas where fueling vehicles containing stored fuel are located. The quantity of the secondary containment must be approved in writing by the Airport Director prior to the construction or placement of any fuel storage facility or fuel dispensing equipment parking area.
- b. For purposes of this section, "Permittee" shall refer to 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 shall be done in compliance 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)
- b. Only an authorized FBO shall be permitted to engage in the sale of aviation fuel and other petroleum products to the public at large through an attended operation at the Airport. Commercial Self Fueling may be provided by either an FBO or a SASO who meet the requirements and are compliant with the requirements outlined in the Minimum Standards
- c. Each Fueler shall provide the County with a comprehensive quality control and management plan identifying quality control procedures and qualification of personnel to be used in the aircraft fueling operations.
- d. Each Fueler will provide all applicable insurance required by the County and shall indemnify and hold harmless the County and its employees, contractors, agents, and representatives from occurrences resulting in environmental contamination, injury to Persons, or damage to property.
- e. In order to engage in self-fueling, the Commercial Aeronautical Operator must seek and obtain a Self-Fueling Permit or other Agreement from the County. Self-fueling, excluding MOGAS Fueling, shall be subject to the Self-Fueling Permit or Agreement and the Rules and Standards. No Person shall be required to self-fuel; the purchase of fuel from an authorized Fueler shall

remain an available option. MOGAS fueling shall, however, be required to comply with items f through l below.

- f. The transportation of fuel onto the Airport, via truck or otherwise, for the purpose of selling fuel other than by FBO's and authorized SASO's authorized to sell fuel is prohibited. No truck-to-truck (fuel transport truck to aircraft fuel service truck) operations may be conducted unless prior written approval has been granted by the Airport Director.
- g. No Through the Fence Operator will be allowed to store, sell, transport, or dispense fuel on the Airport.
- h. 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.
- i. No aircraft shall be fueled or de-fueled while passengers are on board the aircraft unless a properly trained operator is conducting the activity.
- j. All fueling operations shall be conducted in accordance with NFPA 407 and fueling trucks must be pointed away from fueled aircraft and have a clear route of egress in case of emergency.
- k. Smoking or lighting of an open flame shall be prohibited within fifty (50) 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.
- l. 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 trained operator during fueling operations.
- m. During fueling operations of any kind, dispensing equipment and receiving equipment such as fuel trucks, fuel farms, and aircraft shall be grounded at all times to neutralize electrical discharge potential.
- n. Fueling and defueling operations shall 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.
- o. All fuel dispensing equipment, hoses, funnels, or apparatus used in fueling or defueling shall 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.
- p. Fuel hoses and equipment shall be maintained in a safe, sound, and non-leaking condition.
- q. Trained personnel shall be present during the entire fueling operation.

MOGAS dispensed into aircraft on the Airport shall only be into aircraft certified for its use and further shall be 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. At least one supervisor with each fueling agent must have completed an FAA authorized aviation fuel training course in fire safety. The individual must be trained prior to initial performance of duties, or enrolled in an authorized aviation fuel training course that will be completed within

ninety (90) days of initiating 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. Line service fuel safety training may be provided by a supervisor who has completed an FAA-authorized supervisory fuel safety training course or an authorized fuel safety training program. Training for employees may also be completed through the use of an approved line service fuel safety course. Written records documenting the training must be retained and made available to the County upon demand. Records must be retained throughout the Term of any Lease or Agreement and must be retained for a minimum of seven (7) years following termination of the Lease or Agreement.
- e. Fuelers must maintain a copy of the certificate of completion for any supervisors or 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. Fuelers must provide the County a 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 Airport Director. Only those Tenants having fuel storage rights specified in their Lease or other Agreement shall be considered eligible for fuel storage.
- b. All fuel storage or dispensing equipment shall be in compliance with FAA and NFPA requirements, shall be maintained in a safe and non-leaking condition, and shall be installed and maintained at the sole expense of the Fueler.
- c. Unless otherwise approved by the Airport Director, all storage tanks shall 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 requirements, and adapted to meet future requirements of federal, state, and local laws and regulations relating to fuel storage, following written notice of non-compliance and a reasonable cure period. All storage tanks shall 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 non-complaint private storage and distribution systems in place as of the date of adoption of these Rules and Standards shall be permitted to remain until a retrofit plan and timeline is agreed to by the County and the Entity. Under no circumstances shall the non-compliant storage tanks be in place following the adoption of these Rules and Standards beyond the existing Agreement term. In the event of a sale, expansion, authorized transfer, or major maintenance of a storage and/or distribution system, the storage and distribution systems must be abandoned, remediated if required, and replaced with a fully compliant storage and distribution system. The Entity shall not expand the product capacity or number of storage tanks in existing facilities without prior written approval of the County. The County must provide prior written approval of the location, design, and construction of any new fuel storage or fuel dispensing facility prior to the issuance to proceed. Establishment of any new fuel storage facilities at the Airport must be in accordance with then current federal, state, and local environmental and safety regulations and policy and the then current ALP.

- e. All fuel shall be stored in and dispensed from facilities located in areas designated by the County leased to the owner.
- f. New fuel storage facilities shall comply with the requirements for secondary containment as prescribed in any federal, State, and local laws and ordinances.
- g. Fuel storage equipment shall be provided with automatic metering, recording, and ticket printing devices or electronic conveyance system that maintain and produce accurate receipts of fuel dispensed from the facility and that are properly calibrated. Specifications for metering equipment shall be submitted to the Airport Director 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 stationary pumping equipment. Over the road tankers are prohibited on the AOA unless properly escorted. 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. Security for each fuel storage facility shall be provided by a minimum of an eight-foot chain link fence around the perimeter and adequate lighting as prescribed in the Airport Security Program or required by the Airport Director.
- j. Fuel storage for fuel transported on to the Airport by Airport Tenants for self-fueling as authorized in the Rules and Standards must be stored in bondable fuel storage containers if stored in aircraft storage or maintenance hangars.

V. Fuel Spills

- a. Fuelers shall 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 shall be consistent with the applicable SPCC Plan and must be approved by the Airport Director.
- c. Fuelers shall provide adequate procedures to prevent and limit fuel spills and shall develop fuel spill contingency plans including notification and clean-up procedures.
- d. Fuelers shall maintain an adequate supply of fuel absorbent materials readily available to respond in the event of a fuel spill. Fuelers shall have, at a minimum, enough fuel absorbent materials to respond to a fuel spill of up to ten (10) gallons.
- e. Each Fueler will be fully responsible for the cost of all cleanup, remediation, and/or monitoring required due to fuel spillage or leakage from their facilities and equipment.
- f. In the event of a fuel spill of five (5) gallons or more, the following safety procedures shall be followed:
 - 1) Fueler shall immediately notify the Airport Director or designee.
 - 2) Fueler shall take immediate action to begin containment and clean-up operations, which shall include the prevention of fuel from entering any storm or silt trench drain.
 - 3) Fuel delivery devices and other vehicles shall not be moved or operated in the vicinity of the spill until the spillage is removed. A fireguard shall be promptly posted at any such spillage site and shall remain until authorized to be relieved by the Airport Director.

- 4) All contaminated absorbent material shall be placed in DOT approved metal containers and disposed of by the Fueler in compliance with all applicable federal, state, and local laws.
- 5) Where spills occur that are larger than Fueler can adequately handle, Fueler must immediately obtain the clean-up services of an approved hazardous material contractor. Fueler must provide a written cleanup plan to the Airport Director prior to the commencement of work.
- 6) Fueler shall be liable for all costs associated with the control, containment, clean-up, remediation, disposal, and any damages or fines 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 County may at its sole discretion, but is not obligated to, perform such remediation following written notice. Any costs incurred by the County associated with assessment, remediation, and cleanup of the spill shall be paid upon demand by Fueler. The County shall be held harmless with any activities associated with the cleanup and/or remediation activities
- 7) Copies of all reports submitted to any federal, state, or local agency relating to such spill shall be provided to the Airport Director at the time submitted to such agency. The Airport Director will be provided copies immediately of all correspondence between the Entity and the governing agency.

VI. Fuel Servicing Vehicles

- a. Mobile fueling vehicles and their systems shall be maintained and operated in accordance with 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 shall 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 shall use only the entrance, exit, and route designated by the Airport Director, or designee, during the transportation and delivery of fuel to, from, and on the Airport.
- d. Trained fueling personnel on duty shall 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 annually by the County. Fuelers shall address any and all deficiencies reported from the inspection within thirty (30) calendar days of receipt of written notice.

VII. Self-Fueling

- a. No SASO shall engage in self-fueling unless and until a Self-Fueling Permit authorizing such activity has been obtained from the County. The requirement to seek and obtain a Self-Fueling Permit shall not apply in the event that self-fueling operations are authorized and addressed fully in a Lease or other Agreement. MOGAS Fueling is exempted from the Permitting requirement in Section II. However, MOGAS fueling are required to follow above subsections f through I in the Section II.
- 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. Applicants for a Self-Fueling Permit shall pay a Permit fee as may be required by the County.
- d. Permittees engaged in self-fueling shall provide the Airport Director 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.
- e. Permittees may not sell or otherwise transfer fuel, oil, or other petroleum products to any other aeronautical user on the Airport.
- f. An Applicant shall procure and deliver to the Airport Director, with the application for a Self-Fueling Permit, a current, original Certificate of Insurance acceptable to the Airport Director showing insurance coverage for the duration of the permit for at least the amounts specified in Appendix 1.
- g. The term of a Self-Fueling Permit shall be no longer than the term of Permittee's lease or sublease at the Airport.
- h. Permittee may only fuel aircraft identified on the Self-Fueling Permit. No other aircraft may be fueled by Permittee. Violations may result in the revocation of the Permit.
- i. Permittee shall ensure that only Persons employed by or under contract to Permittee are involved in self-fueling and that all employees handling fuel are trained in accordance with Subsection III above prior to the commencement of the self-fueling. Permittee may be required to show proof that the Person fueling an aircraft is an employee or contractor of Permittee. Permittee shall submit to the Airport Director evidence of training in safety procedures received by each Person who will conduct aviation self-fueling operations and shall provide documentation verifying all required certifications and required recurrent training before self-fueling activities may take place.
- j. Permittee shall dispense aviation fuel only on Permittee's leasehold.
- k. Permittee may terminate the Self-Fueling Permit upon written notice to the County.
- l. The County may revoke the Self-Fueling Permit upon ten (10) calendar days' written notice to the Permittee. The Airport Director may revoke the Self-Fueling Permit immediately in the event of an emergency, for any of the following reasons:
 - 1) Non-compliance with the Rules and Standards following a written notice and reasonable cure period, at the sole discretion of the County
 - 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 County
 - 4) Failure to repair any damage to the fuel storage facility within the time specified by the County
 - 5) Failure to retrofit fuel storage facility to meet compliance standards outlined in these Rules and Regulations
 - 6) Fueling an aircraft that is not listed on the Self-Fueling Permit
 - 7) Aircraft fueling by individuals who are not employees or contractors of Permittee
 - 8) Discontinuation of fueling operations by Permittee for a period of one hundred eighty (180) consecutive days

- 9) Failing to report a fuel spill as required and in the manner required in these Rules and Regulations
- 10) Any violation of federal and/or Idaho environmental law or regulation concerning fuel storage and dispensing
- 11) For non-compliance with the secondary containment requirement as called for in the Agreement or Permit between the County and the Person or Entity
- m. Permittee shall have the opportunity to appeal the revocation of a Self-Fueling Permit in accordance with Subdivision I, Section C (II) hereof. Upon revocation, Permittee may not reapply for a Self-Fueling Permit for a minimum of one (1) year from the date of revocation.
- n. Permittee shall agree to assume liability in connection with fuel storage, handling, and dispensing, and to indemnify, hold harmless and defend the County, on terms prescribed by the Self-Fueling Permit.
- o. A Self-Fueling Permit is not assignable or transferable.

VIII. Commercial Self-Service Fueling Facilities

- a. The Fueler or authorized SASO may be permitted to install and maintain a fuel storage and dispensing facility for Commercial Self-Service Fueling provided the Fueler or SASO is in compliance with the Minimum Standards.
- b. The facility shall be constructed on concrete rigid pavement and include above ground double wall tank(s), secondary containment of an adequate size as approved in writing by the Airport Director, fueling terminal, metering system, credit card charging system, emergency shut-off, lighting and protective enclosures, using pipe bollards or other suitable protection.
- c. The facility shall include a control device that prevents unauthorized fuel dispensing.
- d. The responsible Entity shall provide a properly serviced fire extinguisher, meeting NFPA 407 standards; easily recognizable markings to indicate the type of fuel; and placard instructions on the use of the facility, emergency telephone numbers and emergency procedures.

IX. Fuel Flowage Fee

- a. A fuel flowage fee at the rates established, subject to change by the County from time to time, shall be assessed on all fueling operations on the Airport from which revenue is derived. All Fuelers and SASO's authorized to conduct Commercial Self-Service Fueling facilities shall be required to pay the then-current fuel flowage fee, as established by the County, for each gallon of aviation fuel delivered to Fueler, except in the event that the amount of the fuel flowage fee shall be designated in a Lease, Self-Fueling Permit, or Agreement.
- b. The County shall have the right to adjust the fuel flowage fee rate from time to time. The County shall notify each Fueler in writing of the County's intent to adjust the then prevailing fuel flowage fee rate, indicating the new rate proposed and the date such rate is scheduled to go into effect, at least thirty (30) days prior to the proposed effective date.
- c. The obligation to pay a fuel flowage fee may be in addition to any other rental rates, fees, and charges established by the County or any fuel tax imposed by an authorized taxing authority.

X. Flammable and Volatile Liquids

- a. Persons who intend to use flammable or volatile liquids on the Airport and/or fuel aircraft shall 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 shall be adhered to in all cleaning, painting, and refurbishing operations using flammable and volatile fluids, including the storage of such fluids.
- c. Entities conducting aircraft fuel system maintenance shall comply with the standards and requirements of NFPA 410 (Standard on Aircraft Maintenance), as the same may be amended or superseded.
- d. No Entity shall use flammable or volatile liquids having a flash point of less than 100 degrees Fahrenheit for any purpose other than fueling.

XI. Toxic Substance Disposal

- a. Fuels, oils, dopes, paints, solvents, acids, and other hazardous materials shall not be disposed of or dumped into any storm water drains, on the ramps, catch basins, ditches (on or adjacent to the Airport), or elsewhere on the Airport. Used engine oil shall be disposed of following federal, state and local laws.
- b. Floors, walkways, and paved surface areas in buildings shall 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 utensils shall be used when necessary.
- c. Cylinders or flasks of compressed flammable gases shall be stored external to occupied buildings and hangars in facilities approved in writing by the Airport Director. Cylinders and flasks may be stored inside hangars or occupied buildings only if they are secured in a designated area. Aircraft oxygen bottles and FAA approved aircraft heaters are exempt.

XII. Sanitation and Hazardous Waste Management

- a. No Entity shall use, handle, treat, store, or transport hazardous materials on or at the Airport except as reasonably necessary in the ordinary course of the Entity'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 Entity 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 Airport Director and any federal or state agency, as applicable.
- e. All Persons shall comply fully with the Airport Storm Water Management Plan (SWMP) 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 shall be covered. Such containers shall be located only in those areas approved for such use by the Airport Director.

- h. No Person may burn refuse at the Airport, except as may be authorized in advance in writing by the Airport Director.
- i. All operators using commercial trash receptacles shall be responsible for the cleanliness of the trash collection site.
- j. All vehicles used for hauling trash, dirt, or other refuse materials on the Airport shall be constructed so as to prevent their contents from dropping, shifting, leaking or escaping.
- k. No Entity 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 the Airport SWMP, and federal, state, and local law.
- m. No fuels, oils, dopes, paints, solvents, acids, or any other hazardous liquids shall be disposed of or dumped in drains, on ramp areas, catch basins or ditches or elsewhere on the Airport.
- n. Responsible Entities shall be liable for all costs to remediate the release of any hazardous substances on the Airport. If the responsible Entity fails to promptly undertake remediation activities in response to the release of any hazardous substance, the County may, but is not obligated to, perform such remediation. Any costs incurred by the County associated with assessment and cleanup of the release shall be paid upon demand by the responsible Entity.
- o. The County shall have the right 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.

SECTION D. -- GROUND VEHICLES, PEDESTRIANS AND PARKING

I. Pedestrian Access

- a. 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, and County employees.
- b. No Person shall interfere with safe or efficient operation of an aircraft landing, taking off from, or operating on the Airport.
- c. No Person shall loiter in any building owned and controlled by the County for a period of time longer than reasonably necessary to transact such business as such Person may have on the Airport.

II. Ground Vehicle Operations Generally

- a. Traffic laws of the State of Idaho and Kootenai County shall apply to the streets, roads, and vehicular parking areas on the Airport. All traffic, informational, and warning signs shall be obeyed.
- b. 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.
- c. No Person shall operate a motor vehicle on the Airport while under the influence of an intoxicant or controlled substance in accordance with State laws.
- d. Abandoned Vehicles are prohibited on the Airport and must be removed upon the written request of the County at the sole risk and expense of the vehicle owner.

- e. The County may cause vehicles in violation of the Rules and Standards to be ticketed or towed. In addition, the County may deny access to any ground vehicle if the owner or operator of the vehicle operates the vehicle in a reckless or negligent manner.
- f. All vehicles operated on runways and taxiways must display an active flashing yellow beacon on the top of the vehicle and an aviation radio monitoring Unicom while operating in the designated areas. All vehicles operated on taxi-lanes shall be in accordance with Airports driving rules and regulations

III. Ground Vehicle Parking

- a. No parking areas shall be designated in areas on and along drives and roadways or in such other areas on Airport property as deemed necessary by the County for the safe, efficient and convenient operation of the Airport. All Airport Tenant employees, customers, or guests must park in their assigned areas.
- b. The County may remove or cause to be removed 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 threat.
- c. The owner or operator of any such vehicle removed under this section shall be liable for payment of towing and storage and other applicable charges and any such vehicle shall 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 County nor any of its agents shall be liable for damage to any vehicle resulting from the act of removal.

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

- a. Ground vehicles are permitted in the Movement Area and Safety Areas only if necessary for Airport operations and only if authorized.
- b. No vehicle shall operate in close proximity to an aircraft so as to create a hazard or interfere with the safe operation of the aircraft.
- c. Ground vehicles shall always yield the right-of-way to aircraft.
- d. When approaching taxiing aircraft, ground vehicles shall maintain a distance of at least one hundred (100) feet from the aircraft and shall stay to the rear of the aircraft.
- e. No Person may operate a vehicle while on the AOA without a valid driver's license.
- f. Except for authorized emergency vehicles, the maximum allowable speed on the AOA is fifteen (15) miles per hour.
- g. Ground vehicles traveling to or from aircraft storage hangars shall minimize crossing of the AOA.

SECTION E. -- SECURITY

I. General

- a. All Persons on the Airport shall follow security-related federal laws and regulations as may be applicable to their activities on, and use of, the Airport.
- b. All Persons on the Airport shall follow the direction of on-duty federal, state and local law enforcement officers servicing the Airport.
- c. The Airport Director 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 from the County.

II. Airport Driving Badges

- a. All Persons who are authorized to operate vehicles on the airport must obtain an Airport Driving Badge from the Airport Director's office prior to operating vehicles on the airport. Guests of the badge holder are the responsibility of the badge holder.
- b. Applicants for a new Airport Driving Badge or the reissuance of an Airport Driving Badge shall not pay a badging fee, and any reissuance fee. A charge will be assessed for replacement badges.
- c. Any Person authorized to operate a vehicle on the airport must prominently display their Airport Driving Badge at all times while operating vehicles on the airport.
- d. It shall be unlawful and grounds for immediate confiscation, suspension and possible permanent revocation of an Airport Driving Badge for any Person to:
 - 1) Be operating a vehicle on the premises of the airport without an Airport Driving Badge or Escort
 - 2) Permit any other person to use their Airport Driving Badge
 - 3) Wear another Person's Airport Driving Badge to operate a vehicle on the airport
 - 4) Alter the Airport Driving Badge
- e. If an Airport Driving Badge is lost or misplaced, the badge holder must notify the office of the Airport Director immediately and follow all administrative procedures for reissuance of the Airport Driving Badge, including a reissuance fee.
- f. Persons who operate vehicles on the airport shall ensure that access doors or gates that are required to be closed have completely secured or locked behind them before leaving the immediate vicinity of the door or gate.

III. Tampering

- a. No Person shall willfully tamper, alter, move or otherwise affect any security device, sign, closed-circuit camera, personal identification pad, electromagnetic locking device or other such implement, or 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 willfully 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 open that could permit access to a restricted area by unauthorized persons.

SUBDIVISION III - MINIMUM STANDARDS
IMPACTED PARTIES: COMMERCIAL OPERATORS

GENERAL REQUIREMENTS

SECTION A

I. Introduction to Minimum Standards

- a. The Minimum Standards set forth the conditions that must be satisfied in exchange for the privilege of conducting Commercial Aeronautical Activities at the Airport.
- b. No Entity shall be permitted to engage in Commercial Aeronautical Activities at the Airport without (i) a Lease, Permit, or other Agreement with the County setting forth the terms by which the Entity will conduct the Commercial Aeronautical Activity, and (ii) demonstration of ability to meet the Minimum Standards throughout the term of the Lease, Permit, or other Agreement.
- c. Except as prescribed herein or pursuant to a Lease, Permit, or other Agreement, the standards and requirements of the Minimum Standards are minimums that must be satisfied in order to conduct the Commercial Aeronautical Activity and may be exceeded.

II. Entities Subject to the Minimum Standards

- a. The Minimum Standards shall apply to any Entity proposing to conduct a Commercial Aeronautical Activity for which Minimum Standards are prescribed herein. Commercial Aeronautical Operators subject to the Minimum Standards include Fixed Base Operators, Specialized Aviation Service Operators, and aeronautically related business selling goods and services at the Airport.
- b. No Entity shall be permitted to conduct a Commercial Aeronautical Activity at the Airport that is not expressly addressed in the Minimum Standards without the County's prior written approval. In reviewing a request, the County will consider the nature of the Commercial Aeronautical Activity, the proposed business terms, and the compatibility of the Aeronautical Activity with then-existing Airport operations and activities. The County 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 County may decide, in its sole discretion, to amend the Rules and Standards prior to executing a Lease, Permit, or other Agreement authorizing the new Commercial Aeronautical Activity to, for example and without limitation, create a new category of Commercial Aeronautical Operator with attendant requirements and standards.
- c. No Entity shall be permitted to conduct a Commercial Aeronautical Activity at the Airport in support of an Aeronautical Activity that is prohibited by the FAA, the State of Idaho, or the County.

III. Waivers and Variances

- a. The Airport Director 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, and firefighting.
- b. The Airport Director, with endorsement of the Airport Advisory Board, 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 desired to be offered at the Airport 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 as agreed to by the Airport Director;

(iii) the schedule is enforceable by the County; (iv) the temporary waiver is needed to mitigate the financial burden of initiating a new Commercial Aeronautical Activity at the Airport; and (v) the Airport Director 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. Following the timeline identified in the temporary waiver, the County has the sole discretion to cancel the temporary waiver if compliance with the terms and conditions of the Minimum Standards is not satisfied by issuance of a written notice to the Commercial Aeronautical Operator identifying the date upon which the Operator shall no longer be allowed to provide the specific product, service, or facility for which the temporary waiver was granted.

- c. The Airport Director, with endorsement of the Airport Advisory Board, 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, as adopted, 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 as agreed to by the Airport Director; (iv) the schedule is enforceable by the County; (v) the temporary variance will not create an unfair competitive relationship among similarly situated Commercial Aeronautical Operators at the Airport, and (vi) the Airport Director finds that the temporary variance will not materially interfere with the Commercial Aeronautical Operator's ability to provide high quality products, services and facilities to Airport users. Following the timeline identified in the temporary variance, the County has the sole discretion to cancel the temporary variance if compliance with the terms and conditions of the Minimum Standards is not satisfied by issuance of a written notice to the Commercial Aeronautical Operator identifying the date upon which the Operator shall no longer be allowed to provide the specific product, service, or facility for which the temporary variance was granted.
- d. Any temporary waiver or temporary variance approved by the Airport Director 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. Any temporary waiver or temporary variance will not serve as a precedent for requests by others for a waiver or variance request. Each situation will be judged on its own unique circumstances.

IV. Additive Standards and Conflicts

- a. The Minimum Standards are intended to be additive, except where otherwise provided herein, such as, for example, and without limitation, optional services by FBO's. A SASO may be required to satisfy multiple requirements hereunder if the SASO desires to perform multiple Commercial Aeronautical Activities.
- b. In the event of conflicting Minimum Standards, the Commercial Aeronautical Operator will be required to satisfy the higher or more inclusive standard.
- c. The Airport Director may permit a SASO conducting multiple Commercial Aeronautical Activities to satisfy a Minimum Standard that is less than the sum of the standards for each Commercial Aeronautical Activity, if the Airport Director finds that each of the following conditions is satisfied: (i) the offset will not affect the Commercial Aeronautical Operator's ability to provide high quality products, services, and facilities to Airport users in keeping with the intent of policies hereof; and (ii) the offset will not create an unfair competitive advantage among Commercial Aeronautical Operators at the Airport. An offset granted pursuant to this provision shall not constitute a temporary waiver or temporary variance as provided in Section B (III). Any offset granted shall not be considered as a precedent for other similar requests. Each offset will be reviewed based on the unique circumstances presented.

V. **Non-Tenant Operators**

- a. The County intends for all Commercial Aeronautical Operators to lease space and/or pay concession fees at the Airport for the minimum area prescribed by the Minimum Standards. The purpose of this policy is to ensure that Commercial Aeronautical Operators do not attempt to gain an unfair competitive advantage by operating without the same level of financial investment in the Airport and in their business operation as their competitors and to provide a service level that is not within the approved standards set by the County. Nevertheless, the County recognizes that there may be limited instances in which a Commercial Aeronautical Activity may be performed by an Entity that does not lease space at the Airport. Specifically, an Entity may be permitted to provide products and services at the Airport upon demonstrating, to the satisfaction of the Airport Director, 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. The Airport Director may approve a request and issue a Permit to an Entity meeting these conditions provided that (i) the Entity enters into an Permit or other Agreement with the County identifying the Commercial Aeronautical Activity that may be performed and the rates and charges assessed as determined by the County for the privilege of conducting the Commercial Aeronautical Activity, and (ii) the Entity satisfies all other applicable Minimum Standards prescribed herein for the Commercial Aeronautical Activity.

SECTION B. COMMERCIAL AERONAUTICAL ACTIVITY REQUEST

I. **Request**

- a. An Entity seeking to conduct a Commercial Aeronautical Activity at the Airport must submit a written request to the Airport Director containing the following information and any such additional information as may be requested by the Airport Director:
- 1) **Operations Plan.** A written proposal detailing the nature of the proposed Commercial Aeronautical Activity to be conducted and the proposed location on the Airport. The proposed location must be in compliance with the then current Airport Layout Plan.
 - 2) **Proposed Facility Requirements.** Identify what office, hangar, vehicle parking, and aircraft parking ramp space is being proposed to support the intended operation and how it will be connected to the taxiway system, if applicable, and a timeline for occupancy.
 - 3) **Financial Responsibility.** Evidence of the proposer's financial responsibility, in such form as determined reasonably necessary by the Airport Director.
 - 4) **Pricing Policy.** A written proposal of the pricing policies to be enacted for the goods and services being proposed for the proposed term
 - 5) **Personnel.** A listing, with resumes, of key management personnel to be assigned to perform the services, along with a description of their duties and responsibilities.
 - 6) **Insurance.** Evidence of insurance, or the specific intent to obtain insurance, consistent with the insurance requirements of the Minimum Standards.
 - 7) **Fee.** The County reserves the right to request a deposit and/or charge a fee with the submittal of the submission to indicate the good faith intentions of the proposer and/or to off-set any costs incurred by the County in the consideration of the submission.
 - 8) **Petitions in Bankruptcy.** Identify any and all bankruptcies relating to the proposer and the proposer's principals.
 - 9) **Violations of FAA Regulations.** Disclose any and all documented violations by the proposer and/or the proposer's principals of FAA regulations.

- 10) **Term.** A proposed term length that the proposer is wishing to enter in to with the County. The County reserves the right to limit the term length at its sole discretion.
- b. Requirements to provide documentary evidence of financial responsibility, petitions in bankruptcy, and information on violations of FAA regulations include the requirement to provide such materials and information pertaining to the Entity, its principals, and any other related Entity of whom the principals of the Entity are or were principals or managers.

II. Action on Request

- a. Upon receipt of a submission, or a statement of interest, or on its own initiative, the County may issue a request for qualifications or proposals or otherwise select a Commercial Aeronautical Operator through a competitive solicitation, at its sole discretion.
- b. The Airport Director may deny any submission upon finding any of the following:
 - 1) The Commercial Aeronautical Activity proposed by the proposer would not meet the Minimum Standards prescribed herein.
 - 2) The Airport Director has determined, upon examination of the proposer's business plan, financial plan, and information submitted to establish financial responsibility, that the proposer is unlikely to be able to continue to meet the Minimum Standards prescribed herein throughout the term of an Agreement, including the payment of rental rates, fees, and charges.
 - 3) The Proposer does not have sufficient financial backing to complete the investment and/or pay rental rates, fees, and charges required.
 - 4) The proposer has supplied the County, or any other Person, with false or misleading information or has failed to make full disclosure in their submission or supporting documents.
 - 5) There is no suitable space on the Airport to accommodate the proposed Commercial Aeronautical Activity without requiring the reduction in space leased to another Entity.
 - 6) The proposed Commercial Aeronautical Activity is inconsistent with the Airport Layout Plan.
 - 7) The FAA has determined that any proposed development would constitute an obstruction or hazard to air navigation or safety.
 - 8) The proposed Commercial Aeronautical Activity would require the County to spend funds or to supply resources that the County is unwilling or unable to spend or supply, at its sole discretion.
 - 9) The proposer, an immediate family member of the proposer, a principal of the proposer, or an Entity of which a principal of the proposer was a principal, was party to an Agreement with the County that was terminated for cause and/or the proposer, an immediate family member of the proposer, a principal of the proposer, or an Entity of which a principal of the proposer was a principal.
 - 10) The proposer, an immediate family member of the proposer, a principal of the proposer, or an Entity, of which a principal of the proposer was previously a principal has been party to vexatious or frivolous litigation, including, without limitation, administrative litigation, against the County concerning Commercial Aeronautical Activities at the Airport.
 - 11) The proposer, an immediate family member of the proposer, a principal of the proposer, or an Entity of which a principal of the proposer was a principal, has been determined to be

in default or evicted from another public-use airport at which the applicant conducted a Commercial Aeronautical Activity; provided, however, that the County nevertheless may approve the submission upon examination of the facts and circumstances surrounding the default or eviction.

- 12) The County's denial of a submission hereunder may be appealed as provided in Subsection I, Section C (II) (Administrative Appeal).

III. Notification of Changes

- a. Commercial Aeronautical Operators must provide the County with any information reflecting a material change in the information submitted. This information includes, for example, and without limitation: (i) a change in ownership of the proposing 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 Driving media, and (v) any federal fines imposed on the operator.
- b. Commercial Aeronautical Operators must submit to the Airport Director 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, reasonably priced, and professional service.
- b. Commercial Aeronautical Operators are to employ the necessary number of trained staff, on-duty/on-call management and supervisors to provide for the efficient, safe, and orderly operations of its business.
- c. Commercial Aeronautical Operators are to control the conduct and demeanor of their personnel, agents, visitors, subcontractors, and subtenants, as well as conduct their business operations in a safe, orderly, efficient, and proper manner so as not to unreasonably disturb or endanger any Airport customers, Tenants, employees, or other operators.
- d. All personnel employed or under contract to a Commercial Aeronautical Operator to perform duties on the Airport are required to be appropriately dressed and identifiable while on duty and to wear an Airport issued Airport Driving Badge, as may be required. The business name shall be included in the means of identification on each person whose job responsibilities include regular interaction with Airport customers.
- e. Commercial Aeronautical Operators shall charge fair and reasonable prices for goods and services consistent with other similarly situated airports in the region in order to enhance the County's competitive position.

II. Compliance with Federal, State, and Local Requirements

- a. Commercial Aeronautical Operators are to comply with all federal, state, and local requirements applicable to their operations.
- b. Commercial Aeronautical Operators are to conduct all activities so as to allow the County compliance with all federal and state statutes, regulations, orders, policies, and grant assurances applicable to the County in the operation, maintenance, and development of the Airport.

- c. Commercial Aeronautical Operators are to comply with the rules imposed by the County 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 are to comply with the following requirements:
 - 1) **Security**. Commercial Aeronautical Operators are to comply with the laws, regulations, orders, and directives of the County, as each may be amended from time to time; instructions of law enforcement personnel; and the policies, orders and directives of the County in furtherance of the Airport Security Program.
 - 2) **Safety**. Commercial Aeronautical Operators are to comply with federal, state, and local law applicable to workplace and aviation safety; and the orders and directives of the Airport Director 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 are to 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; County environmental policies and procedures, including, for example, and without limitation, SPCC Plan, SWMP and spill response plan; and generally accepted industry environmental policies and standards.

III. 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.
- 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.

IV. Vehicles and Equipment

- a. The specific equipment requirements contained in the Minimum Standards shall be deemed satisfied if the Commercial Aeronautical Operator owns, leases, or otherwise has sufficient access to the equipment to provide the applicable aeronautical services promptly on demand without causing any other operational impacts on aircraft or operations at the Airport.
- b. Equipment must be maintained in safe operating condition and good appearance. Storage of inoperative equipment in publicly visible space is strictly prohibited.
- c. Equipment must include identifying information, prominently displayed, for the Commercial Aeronautical Operator.
- d. All vehicles operating at the Airport shall comply with applicable rules and regulations governing vehicles and traffic and have required authorization, including authorization to operate in the Movement Area and Safety Areas.

V. Subcontracting, Subleasing, and Assignment

- a. A Lease, Permit, or other Agreement may permit a Commercial Aeronautical Operator to sublease or subcontract to another Entity to conduct a Commercial Aeronautical Activity provided there is a current executed Lease, Permit, or other Agreement in place between the

Entity and the County and the Entity has submitted the sublease or subcontract to the County and received written approval. In such event, the Entity shall ensure that the sublessee or subcontractor shall be responsible for complying with all applicable Minimum Standards and must include such a representation in all executed subcontracts and/or subleases; provided, however, that the Commercial Aeronautical Operator shall ultimately remain liable to the County for compliance with the Minimum Standards and the terms of an Agreement and any subleases or subcontracts. If there is a compliance violation, the Commercial Aeronautical Operator Entity shall be solely responsible for ensuring the subcontractor or sublessee is brought into compliance as called for in the Rules and Standards.

- b. Each Lease, Permit, or other Agreement shall require prior written County approval to any assignment which shall be at the sole discretion of the County
- c. No Entity shall conduct a Commercial Aeronautical Activity as a lessee or sublessee of 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 aeronautical use.

SECTION D. FIXED BASE OPERATORS

I. General Requirements

- a. A Fixed Base Operator ("FBO") engages in and furnishes a full range of required aeronautical products, services, and facilities to Tenants and the public, which **must** include, at a minimum, the following:
 - 1. Aircraft fueling, to include adequate storage and containment, as determined by the County, and equipment to dispense Jet Fuel, AVGAS, aircraft propellants, and aircraft lubricants.
 - 2. An arrivals/departures building of a sufficient size to adequately provide the required services called for and any optional services proposed to include a passenger lounge, pilot lounge and amenity area, a pilot rest area, a conference room, and access to computers.
 - 3. Aircraft line services and customer services to include pilot supplies; marshalling of aircraft; apron parking tie down locations; temporary ground power; rental and/or crew cars; and sanitary system service.
 - 4. Hangar storage and maintenance space.
 - 5. Airframe and Powerplant ("A&P") maintenance services.

All customer services identified must be provided in a consolidated location unless the use of multiple facilities is approved in writing at the sole discretion of the Airport Director.
- b. A qualified FBO shall have in effect a written Lease, Permit, or other Agreement with the County at all times during which the required FBO services are conducted on the Airport, which Agreement shall provide for the lease of space in accordance with the Minimum Standards; prescribe the specific required and optional Commercial Aeronautical Activities that will be provided by the FBO; and contain other such terms as may be included in the County's standard form Agreement(s) prepared for the specific FBO.
- c. A qualified FBO may not own or control more than one FBO operation on the Airport without the prior written approval of the BOCC.
- d. Only qualified FBO's and Fuelers shall engage in Commercial Fueling at the Airport.
- e. Only qualified FBO's and SASO's shall engage in Commercial Self-Fueling at the Airport.

- f. FBO's may subcontract, sublease, or use third-party contractors approved in writing by the Airport Director to provide any of the required FBO services, or optional services, with the exception of aircraft fueling and aircraft line services, which services must be provided directly by the FBO and its employees. Subcontractors, sublessees, and third-party operators shall meet all Minimum Standards applicable to such services provided and must include a representation to such effect in the Agreements with the Entity and must adhere to the provisions set forth in these Minimum Standards, as may be amended from time to time. All subcontractors, sublessees, and third party operators must be approved by the Airport Director in writing prior to the FBO entering into any binding contracts with such subcontractors, sublessees, and third party operators.

II. Minimum Standards

- a. **Minimum Leased Space.** Unless otherwise agreed to by the Airport Director, all operations of the FBO shall be conducted on one area on the Airport of sufficient size to accommodate all required and optional services for which it is licensed, allowing for future growth and additional services as contemplated by the County or the applicant at the time of application. The FBO shall provide a minimum of (i) twenty thousand (20,000) gross square feet of hangar storage/maintenance space; (ii) a minimum of one hundred thousand (100,000) square feet of aircraft apron for tie down and maneuvering space with dedicated parking apron space for a minimum of twenty (20) single and twin engine aircraft, (iii) hard surface vehicle parking areas to park and maneuver a minimum of ten (10) parking stalls; a minimum of five (5) rental car and/or crew car parking positions adjacent to the arrivals/departures building (not to be combined with the 10 vehicle parking stalls for the customers and/or public); (iv) heated and air conditioned arrivals/departures building of at least five thousand (5,000) square feet with restroom and kitchen facilities; and a minimum of five thousand (5,000) square feet for a fuel farm to include storage, containment, dispensing equipment, and fuel truck vehicle storage with containment.
- b. **Hours of Operation.** Aircraft parking, tie-down services, fuel sales, A&P mechanic services, marshalling and all other required customer services shall be provided during those hours necessary to adequately meet public demand for such services as included in the Lease, Permit, or other Agreement between the FBO and the County. These services shall be provided seven (7) days per week including holidays through the term of the Lease, Permit, or other Agreement with the approved hours of operation contained in the Lease, Permit, or other Agreement between the County and the Tenant. The FBO shall not change the hours of operation contained in the Lease, Permit, or other Agreement without the prior written approval of the Airport Director and any approved change will be incorporated into the Lease, Permit, or other Agreement without need for an amendment.
- c. **Staffing and Personnel Qualifications.**
 - 1) **Staffing.** During the required hours of operation, each FBO shall employ and have on duty sufficient staff to meet the Minimum Standards for each required and optional Commercial Aeronautical Activity identified in the Lease, Permit, or other Agreement. A current staffing plan shall be submitted to the Airport Director for reference and updated as required. Each FBO shall have at least two (2) personnel, trained and certified as required below, on site at all times during required hours of operation. Additional personnel must be available within thirty (30) minutes on call outside normal hours of operation or during high demand periods. In addition, a designated manager/supervisor must be on site or on call within thirty (30) minutes during all required hours of operation. The Entity is an independent contractor and the employees of the Entity are not employees of Kootenai County.
 - 2) **Supervision.** The FBO shall provide the Airport Director with a point-of-contact, including cell phone numbers, for personnel empowered to make decisions during emergency situations. At times when the General Manager is not on duty or away from the Airport, the Entity must have a designated supervisor on site during the required hours of operation.

- 3) **Personnel Qualifications.** All FBO aircraft fuel handling personnel shall be fully trained in the safe and proper receipt, fueling, dispensing, defueling, and storage of aircraft fuel. Acceptable training shall be NATA Safety 1st or an equivalent training program. The County shall conduct spill training in accordance with the applicable SPCC Plan. Records identifying completed training programs shall be kept on file and submitted to the Airport Director upon demand.

- d. **Insurance Requirements.** Each FBO shall maintain the types and amounts of insurance required by the County. These requirements are listed in Appendix 1, and may be revised by the County from time to time. Upon any revision of such requirements by the County, the FBO shall procure any insurance coverage necessary to meet the revised standards within seven (7) calendar days, and shall provide evidence of such insurance coverage to the Airport Director within that timeframe.

- e. **Required FBO Services.** Each FBO shall be required to provide, at a minimum, the following services at the Airport:
 - 1) Fuel sales and line services.
 - (i) Properly trained line personnel on duty every calendar day, seven (7) days a week.
 - (ii) Sale of aviation fuels, oils, and lubricants customarily sold to all classes of aviation including into-plane fuel service by uniformed employees of the FBO whose duties will not prevent them from providing such sales and services on an immediate basis.
 - (iii) Marshalling aircraft on ground to and from aircraft parking on FBO's or County's leased premises.
 - (iv) A sufficient number of fuel service vehicles for AVGAS and Jet Fuel with adequate bonding apparatus on the trucks to eliminate the hazards of static electricity and approved types of fire extinguishers or other equipment commensurate with the hazard involved in the refueling, defueling, and servicing of aircraft, including spill kits.
 - (v) Adequate towing equipment, parking service and tie-down ropes, chains and anchors to safely and efficiently move aircraft and store them in all reasonably expected weather conditions.
 - (vi) Adequate inventory of generally accepted grades of aviation engine oil and lubricants.
 - (vii) Cabin cleaning service.
 - (viii) Access to timely catering service.
 - (ix) Proper equipment for repairing and inflating aircraft tires, servicing oleo struts, changing engine oil, oxygen and nitrogen service, portable ground power (GPU), washing aircraft and aircraft windows and windshields, and for recharging or energizing discharged aircraft batteries and starters.
 - (x) Fuel farms shall provide a minimum storage capacity of ten thousand (10,000) gallons of AVGAS, and twenty thousand (20,000) gallons of Jet Fuel with secondary containment as agreed to by the Airport Director.
 - (xi) FBO's shall pay such charges or taxes as may be imposed by the County and State and/or an authorized taxing authority on the gallons of all fuels delivered. Fuel delivery records shall be available upon demand for review by the County or its authorized agent.

- 2) ~~Customer Services.~~ Customer services shall include providing catering arrangements, hotel reservations, arranging for ground transportation, and courtesy ground transportation vehicles owned or leased by the Entity for use by customers.
- 3) ~~Flight Service Station telephone and computerized weather service.~~
- 4) Crew lounge, passenger lounge, rest rooms, and concession area. An arrivals/departures building to include a lounge or waiting rooms heated and air conditioned with appropriate furnishings for passengers and airplane crews of itinerant aircraft, sanitary restrooms for men and women, public telephone facilities, and sufficient paved and striped vehicle parking for employees and customers.
- 5) Sanitary systems service. Service shall include aircraft lavatory and potable water.
- 6) Hangar Storage/Maintenance Space. FBOs shall satisfy the minimum leased space requirements prescribed herein and shall maintain sufficient space to accommodate reasonable demand for based aircraft, overnight, and short-term aircraft storage.
- 7) Airframe and Power Plant Maintenance

Aircraft Airframe and Power Plant Maintenance service shall include at a minimum:

- (i) Employ or subcontract with a minimum of one (1) 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.
- (ii) Keep premises open and services available in accordance with the terms and conditions contained in the Lease, Permit, or other Agreement with the County. A certified technician shall be available on-call twenty-four (24) hours a day, seven (7) days a week, including holidays, for emergency purposes only. If more than one maintenance facility is located on the Airport, the on-call responsibility may be rotated on a mutually agreeable schedule; a rotating on-call program is not effective until it has been approved in writing by the Airport Director.
- (iii) Provide equipment, supplies, and parts required for routine aircraft airframe, power plant, inspection, tire, battery, oxygen, and other routine aircraft maintenance functions.

f. **Optional FBO Services.**

- a. Each FBO may provide Commercial Aeronautical Activities at the Airport in addition to the required FBO services, with the prior written consent of the County.
- b. Optional FBO services may include Commercial Self-Service Fueling and any of the Commercial Aeronautical Activities that may be conducted by Specialized Aeronautical Service Operators ("SASO's") identified in Section E hereof.
- c. An FBO providing optional FBO services through a sublessee or subcontractor shall submit to the Airport Director a copy of the executed sublease or subcontract, which must be approved in writing by the County and must comply with the standards set forth in this section and the Lease, Permit, or other Agreement between the County and the Entity, in addition to all other applicable Rules and Standards.
- d. FBO's must satisfy the Minimum Standards for each Commercial Aeronautical Activity, as provided in Section E hereof, and specifically must demonstrate to the Airport Director's satisfaction that in the event that the space provided does not meet the minimum requirements identified herein, that sufficient space is available within the FBO's leased premises to provide high quality products and services to the FBO's customers.

e. **Commercial Self-Service Fueling.**

(i) Fuelers may provide Commercial Self-Service Fueling equipment in addition to the required aircraft fuel equipment, with the prior written consent of the Airport Director. Commercial Self-Service Fueling equipment will be located at the Airport's designated self-fuel apron and must comply with all applicable federal, state, local laws, rules and regulations.

(II) Commercial Self-Service Fuelers shall provide an AVGAS tank with a five hundred (500) gallon minimum capacity and associated pumps, metering equipment, credit card acceptance device, and other equipment as may be necessary for this level of service. The tank shall be an aboveground, fire rated, heavy duty industrial strength and concrete coated tank with pumping equipment which shall meet all local fire codes and the requirements and/or regulations of the EPA, OSHA, NFPA and any other local, state, or national governmental agencies having jurisdiction and must have secondary containment at a quantity determined by the Airport Director..

(III) The Commercial Self-Service Fueling facility shall be available for use twenty-four (24) hours a day, seven (7) days a week and shall have an operative credit card payment system available.

(iv) Fuelers shall inspect the facility daily and have trained personnel during normal hours of operation available to answer questions, provide other assistance, and respond to fuel spills from the facility.

**SECTION E. MINIMUM STANDARDS FOR SPECIALIZED AERONAUTICAL SERVICE OPERATORS
("SASO'S)**

I. General Requirements

- a. Compliance. SASOs shall be required to 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. SASO's shall not be permitted to engage in Commercial Fueling.
- c. Commercial Self-Service Fueling. SASO's shall be permitted to engage in Commercial Self-Service Fueling provided the SASO meets the requirement contained herein that apply to FBO's performing similar Commercial Self-Fueling Services.
- d. Leased Space Requirements. SASO's shall enter into a Lease, Permit, or other Agreement for adequate space for buildings and support facilities for all services provided; paved ground vehicle parking; paved aircraft apron; paved customer and employee parking; and all storage facilities. The facilities shall be sufficient to meet reasonably anticipated demand for products, services, and space associated with the authorized Commercial Aeronautical Activities. The location, size, and configuration of space to conduct Commercial Aeronautical Activities for a SASO shall be established in a Lease, Permit, or other Agreement and shall take into consideration the operations plan and other information submitted in accordance with Section B (I) of this Subdivision III and the facilities lease or subleased to similarly-situated Commercial Aeronautical Operators at the Airport. The County reserves the right to accept or reject the proposed space requirements based on the intended use at its sole discretion and to identify the required space that the County believes is required to provide competitive service and meet the County and customer expectations at the Airport.
- e. Responsible Personnel. Each SASO shall provide the Airport Director with a point-of-contact including cellphone numbers for personnel empowered to make decisions in emergency situations.

- f. Hours of Operation. Each SASO shall remain open or be available upon demand to satisfy customer demands as outlined in the Lease, Permit, or other Agreement with the County. Any changes proposed to the hours of operation contained in the Lease, Permit, or other Agreement must be approved in advance in writing by the Airport Director and will be considered an amendment to the Lease and/or Agreement without the need for a formal amendment.
- g. Insurance Requirements. Each SASO shall maintain the types and amounts of insurance required by the County for all land and facilities under Lease, Permit, or other Agreement. These requirements are listed in Appendix 1, and may be revised by the County from time to time. Upon any change of such requirements by the County, the SASO shall procure any insurance coverage necessary to meet the revised standards within seven (7) calendar days, and shall provide evidence of such insurance coverage to the Airport Director within that timeframe.

II. Flight Training

SASO's engaging in Flight Training shall:

- a. Maintain such certifications as may be required by the FAA and/or the State of Idaho, including without limitation certification as may be required under 14 C.F.R. Part 141.
- b. Provide ground-based instruction on the Airport. Sufficient appropriately finished space must be provided on the Airport for classroom training.
- c. Not operate exclusively from a t-hangar or tie-down.
- d. Employ, subcontract with, or have on duty, one individual that is an FAA-certified flight instructor who will be available to meet customer demand.
- e. Own, subcontract for, or lease one or more dual-equipped, single-engine airworthy aircraft to be made available based on customer demand. Aircraft may be fixed or rotary wing.
- f. 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 training offered. The SASO shall be responsible for providing sufficient appropriately finished space for storage and set up of all equipment required to operate such training aides.
- g. Have services available to meet customer demand during all days of the week.
- h. 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.
- i. 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.

III. Air Charter, Air Taxi or Aircraft Management Operations

SASO's engaging in Air Charter, Air Taxi, or Aircraft Management operations shall:

- a. If flight crew services are provided, employ or subcontract with and have on duty at least one (1) person who holds a current FAA commercial pilot certificates and current Class I or II medical certificate. In addition, all flight personnel shall be properly rated for the aircraft operated. If flight dispatch services are provided, the SASO shall have dispatch capability within four (4) hours of a customer request and shall employ or subcontract with at least one (1) individual with experience and ability to provide charter quotes, schedule and dispatch support,

and provide customer service. SASO may be required, in a Lease, Permit, or other Agreement, to provide additional personnel as necessary to meet reasonably anticipated customer demand and to lease a minimum amount of space to satisfy user needs.

- b. Own, subcontract, lease, or manage at least one (1) certified and continuously airworthy instrument qualified aircraft that is available to meet customer demand.
- c. 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.
- d. 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.
- e. If aircraft management services are provided, conduct aircraft management activities in accordance with 14 C.F.R. Part 91.
- f. If air charter and/or air taxi services are provided, provide qualified operating crew and a satisfactory number of personnel for checking in passengers, handling luggage, ticketing, and obtaining ground transportation.

IV. Aircraft Rental

SASO's engaging in Aircraft Rental shall:

- a. Employ, subcontract with, or have on-duty or on-call and available to provide service at the Airport with reasonable notice, at least one (1) personnel having a current commercial pilot certificate with appropriate ratings, including instructor rating, for the aircraft utilized.
- b. Keep premises open and services available to meet customer demand.
- c. Have available for rental with reasonable notice, a minimum of one (1) certified and airworthy aircraft that are owned, subcontracted, or leased and under preferential control of the SASO.

V. Avionics Sales and Maintenance

SASO's providing Avionics Sales and Maintenance shall:

- a. Employ or subcontract with and have on-duty or on-call and available to provide service at the Airport at least one (1) trained and FAA certified avionics technician.
- b. Keep premises open and services available to meet customer demand.
- c. Hold the appropriate FAA repair station certificates for the types of equipment the SASO plans to service or install.

VI. Aircraft Storage Hangars

SASO's engaging in the business of renting and leasing hangar storage space to aircraft owners or operators solely for aircraft storage purposes shall(T-Hangars are not a SASO):

- a. Require all tenants who lease space to have an executed agreement with the SASO prior to occupancy, the form of which provides insurance and indemnification protection as called for in the Lease, Permit, or other Agreement between the County and the Entity. A copy of the standard sublease form must be approved by the Airport Director in writing prior to commencement of leasing activities. SASO must provide a listing and copies of all executed

leases or subleases of all aircraft stored within the SASO or sub lessee's hangar facilities to the Director upon request.

- b. Keep premises open and services available to meet customer demand.
- c. Ensure that hangar tenants perform no fueling or 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.
- d. 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.
- e. 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 at regular intervals, and be in compliance with all regulatory requirements, as currently in effect or as they may hereafter be amended.
- f. Have sufficient trained personnel on duty at all times to meet customer needs.
- g. Hangar cooperatives shall not provide fuel services to the members of the cooperative or to the public.

VII. Aircraft Sales

SASO's engaging in Aircraft Sales shall:

- a. Employ or subcontract with and have on-duty or on-call and available to provide service at the Airport 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 customer demand.
- c. Maintain an adequate minimum stock of readily expendable spare parts or make adequate arrangements for securing spare parts required for the types and models of aircraft sold.
- d. Maintain current specifications, price lists, parts catalogues, and service manuals for the types and models of new aircraft sold.

VIII. Aircraft Restoration and Refurbishing

SASO's engaging in Aircraft Restoration and Refurbishing shall provide the following:

- a. Facilities shall comply with at all times appropriate federal, state, and local regulatory measures regarding hazardous material handling and storage.
- b. SASO will maintain all appropriate federal, state, and local operating permits, manuals, and plans required for work being performed.
- c. Employ or subcontract with and have on-duty or on-call and available 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 customer demand.

IX. Specialized Flying Services

SASO's engaging in Specialized Flying Services shall:

- a. Employ or subcontract with and have on call sufficient personnel who hold current FAA commercial pilot certificates and medical certificates with ratings appropriate for the SASO's aircraft.
- b. Have services available to meet customer demand.
- c. Own, sublease, or lease at least one (1) airworthy aircraft.

APPENDIX 1

MINIMUM INSURANCE REQUIREMENTS

I. General Requirements

Lessee shall provide for coverage with a policy of insurance for general liability of at least \$1,000,000 per occurrence against all fault caused in any way by Lessee, or Lessee's employees, agents, or invitees, for damage to Lessor's (County) real and/or personal property. Insurance must cover property damage to the leased premises and damage to Lessor's personal property, personal injury, and premises liability, hazardous materials/waste deposited on or into the leased premises, and for repairs/replacement to Lessor's property. Lessee further agrees to indemnify Lessor (County) as to any suit brought in law or equity against Lessor (County) based on or for acts, omissions, or fault of Lessee.

- a. All Entities conducting Aeronautical Activities at the Airport pursuant to a Lease, Permit or Agreement must maintain insurance policies and coverage limits that are relevant and appropriate to the activities conducted at the Airport. Entities required to maintain insurance include, without limitation, Aeronautical Activities, including FBO's and SASO's; Flying Clubs; and Entities conducting self-fueling in accordance with a Permit or Agreement.
- b. Section II below prescribes the minimum insurance types and coverage limits for certain Entities conducting Aeronautical Activities at the Airport. The precise insurance types and limits required by the County will be prescribed in a Lease, Permit, or other Agreement and may differ from or exceed the requirements of Section II below based upon the circumstances and the risks presented by the proposed Aeronautical Activity.
- c. In prescribing insurance coverage types and limits, the County is not representing or guaranteeing that the types and limits are adequate to protect the Entity's interests and liabilities. It is understood that the specified amounts of insurance stated herein or in a Lease, Permit, or other Agreement shall in no way limit the liability of an Entity.
- d. The County reserves the right to review insurance requirements during the term of a Lease, Permit, or other Agreement and to make reasonable adjustments to required types of insurance coverage, limits and exclusions when deemed necessary and prudent by the Airport Director based upon changes in statutory law, court decisions, the claims history of the industry or financial considerations of the insurance company and/or the Entity.
- e. Each Entity required to maintain insurance by operation of these Rules and Standards or an Agreement will provide a Certificate of Insurance listing the County as additional insureds. This obligation shall not apply to any workers' compensation policy.
- f. Each Entity shall maintain the required insurance throughout the term of a Lease, Permit, or other Agreement.
- g. Each insurance policy, except workers' compensation, shall cover both bodily injury and property damage.
- h. Each policy shall be primary and non-contributory.
- i. Each policy, except a workers' compensation policy, shall insure the defense and indemnity obligations assumed by the Entity under a Lease, Permit, or other Agreement.
- j. It shall be the Entity's responsibility to pay any retention or deductible for the coverages required herein and in a Lease, Permit, or other Agreement.
- k. Insurance shall be secured by a company authorized to conduct business in the State of Idaho.

- I. Insurance policies must include a requirement that a thirty (30) day notice of cancellation, material change or non-renewal will be sent to the Airport Director.
- m. In requiring Entities to maintain insurance hereunder, the County in no way assumes liability for injury and damage occurring on or in connection with the Airport, and the County reserves the right to claim any defense or immunity available under law, including but not limited to the maximum monetary limits on liability established by Idaho Statutes.

II. Specific Requirements

- a. The following is a list of the minimum insurance coverage types and limits that are required for Entities conducting Aeronautical Activities at the Airport. The precise coverage types and limits shall be prescribed in a Lease, Permit, or other Agreement.
 - 1) Fixed Base Operators and Specialized Aviation Service Operators
 - (i) Commercial general liability - no less than \$2,000,000 per occurrence and \$2,000,000 aggregate
 - (ii) Automobile - no less than \$2,000,000 per occurrence and \$2,000,000 aggregate (shall include coverage for all owned, hired and non-owned vehicles)
 - (iii) Worker's compensation in accordance with the laws of the State of Idaho
 - 2) Any commercial entity conducting operations at the Airport shall maintain pollution liability coverage in an amount commensurate with the level of environmental risk presented by the operation and specified in a Lease, Permit, or Agreement.
 - 3) Any commercial Entities providing commercial aircraft storage shall maintain hangar-keeper's liability coverage in an amount commensurate with the value of aircraft to be stored and specified in a Lease, Permit, or Agreement.
 - 4) Entities operating aircraft at the Airport, whether for commercial or non-commercial use, shall maintain aircraft passenger liability insurance of no less than \$1,000,000 per occurrence and \$100,000 for each passenger seat.

APPENDIX 2
SCHEDULE OF FINES AND PENALTIES

The following represent guidelines for penalties and fines for violations of Rules and Standards and may be modified at the Airport Director's discretion based on the severity of the underlying violation:

First Offense: Written notice of violation with a corrective action and timeline.

Second Offense: One hundred dollar (\$100.00) fine due and payable upon demand.

Third Offense: Two hundred dollar (\$200.00) fine due and payable upon demand

Fourth Offense: Five hundred dollar (\$500.00) fine due and payable upon demand.

Fifth Offense: Cancellation of contract and a one (1) year restriction from entering into a lease or operating agreement at the Airport for a minimum of one (1) year or greater, at the sole discretion of the Airport Director.