

DRAFT

AIRPORT MINIMUM STANDARDS

BERT MOONEY AIRPORT

BUTTE, MONTANA

OCTOBER, 1995

**PREPARED FOR:
MR. RICK GRIFFITH
AIRPORT MANAGER
BERT MOONEY AIRPORT AUTHORITY
101 AIRPORT ROAD
BUTTE, MT 59701**

**PREPARED BY:
NEIL H. KEDDINGTON, A.A.E.
NHK CONSULTING
585 CAVANAUGH ROAD
BENNETT, CO., 80102-8706
TEL: (303) 367-0787**

FAX: (303) 367-1380

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MINIMUM STANDARDS FOR BUSINESS ACTIVITIES

BERT MOONEY AIRPORT

October 1995

SECTION I INTRODUCTION

The Airport Manager as empowered by the Bert Mooney Airport Authority has established certain standards and requirements for business operations at the Bert Mooney Airport.

The following Sections set forth the Minimum Standards and Requirements for a person or persons, partnership, company, corporation, or any other form of business engaged in one or more business activity at the Airport and referred to hereafter as Tenant. These Minimum Standards and Requirements are not all-inclusive, since the Tenant of a business venture located at the Airport is also subject to Airport Rules and Regulations and applicable Federal, State and City laws, codes, ordinances and other similar regulatory measures pertaining to all such activities.

A written agreement executed by the Airport Manager and the Tenant is a prerequisite to tenancy on the Airport, and both the written agreement and tenancy are prerequisites to the commencement of any business activity. Compliance with Airport Minimum Standards will be included as a condition of all written agreements between the Airport Manager and any Tenant located at the Airport and engaged in any business activity.

Airport Minimum Standards may be supplemented and amended by the Airport Manager, from time to time, in such manner and to such extent as is deemed proper, and as authorized by the Airport Authority.

In all cases where the words "standards" or "requirements" appear, it shall be understood that these two terms are modified by the word "minimum." All Tenants are encouraged to exceed the "minimum." No Tenant will be allowed to operate under conditions below the "minimums." The granting of such right and privilege shall not be construed in any manner as affording the Tenant any exclusive right for use of premises and facilities at the Airport, other than those premises which may be leased exclusively to the Tenant, and to the extent provided in a written agreement.

These Airport Minimum Standards are adopted and approved by the Bert Mooney Airport Authority on ___date_____ and may be

revised as necessary by and through the authority of the Airport Manager.

HOW TO USE THIS DOCUMENT:

1. Scan the Table Of Contents and become familiar with the business topics addressed in this document.
2. A person interested in researching the opportunities to establish a business at the Bert Mooney Airport should then read SECTION I, INTRODUCTION.
3. If the information presented in the INTRODUCTION seems reasonable, then a person needs to identify the type of business he/she is interested in pursuing at the Airport by making further reference to the Table of Contents.
4. Read the parts of the document that pertain to one's business interests. Each specific type of business addresses the Minimum Standards required as follows:
 - LAND: The nominal square footage of Airport land required for the business endeavor.
 - BUILDINGS: The nominal square footage and type of building required for the business.
 - PERSONNEL: The minimum number of employees and minimum qualifications of employees required for the business.
 - EQUIPMENT: The type of equipment required for the business.
 - SERVICES: The products, goods, and services expected of the business.
 - HOURS: The daily hours of operation required during which time at least one employee is actually manning the Airport business facility.
 - INSURANCE: The minimum insurance coverage required by the Airport Manager.
5. After completing steps 1 through 4 above it appears to the interested business person that the Minimum Standards as outlined herein are reasonable and achievable for a business endeavor, then the person needs to meet with the Airport Manager and proceed with further negotiations.

PURPOSE:

Airport Minimum Standards provide guidance to business firms aspiring to conduct business activities at the Bert Mooney Airport, Butte, Montana, U.S.A.

The term **MINIMUM STANDARDS** as used herein identifies the qualifications established by the Airport Manager and Airport Authority as "minimum" requirements that must be met as a condition for conducting aeronautical or other business activity

at the Airport.

A business owner refusing or failing to meet appropriate Minimum Standards will be denied the opportunity to conduct business at the Airport.

The Minimum Standards detailed herein are in compliance with FAA Advisory Circular 150/5190, Commercial Aeronautical Activities On Public Airports. The Minimum Standards detailed herein for non-aeronautical commercial activities are designed to provide reasonable and rational quality objectives, relevance to the types of businesses desired at the Airport, and applied on a fair, uniform, and good business basis.

Airport Minimum Standards are designed to enhance the Airport business environment to the advantage of:

- (1) The Bert Mooney Airport Authority,
- (2) The City of Butte,
- (2) A broad cross section of business owners on the Airport,
- (3) The majority of customers and patrons of the various business establishments at the Airport.

SCOPE:

These Minimum Standards apply to all current business firms located on the Airport and to all business owners aspiring to establish a business on the Airport.

ASSURANCES: Tenants using the Bert Mooney Airport, upon receiving approval to establish a Commercial Aviation Business at the Airport thereby give assurances for the following:

1. Tenant shall comply with applicable Federal, State, and local laws, regulations, codes, and zoning requirements.
2. Tenant shall comply with applicable air and water quality standards.
3. Tenant shall operate Tenant facility at all times in a safe and serviceable condition.
4. Tenant shall keep at all times an up to date drawing showing the boundaries of Tenant's lease holdings and the locations of utilities, buildings, and other improvements.
5. Tenant assures no discrimination of employees or customers based on race, creed, color, national origin, sex, age, or disability.
6. Tenant shall make a good faith effort to maintain a drug free work place.

BUSINESS PROCESS: Tenants desiring to establish a Commercial Aviation Business at the Bert Mooney Airport shall complete the following steps to the satisfaction of the Airport Authority and the Airport Manager:

1. Submit a formal **Letter of Intent** including the details of the specific business activity to be provided and forecast employment basis.
2. Prepare and submit a **Financial Plan** outlining the sources and uses of funds to establish and operate the business.
3. Prepare and submit a **Site Plan** displaying land space required, facility locations, building size, and landscaping improvements.
4. Submit detailed **Architectural and Engineering Drawings** for Airport Authority approval.
5. Submit a **Construction Schedule**.

The above process is a step-by-step procedure that will occur over a period of time. In some cases a business proposal will not require new construction or remodeling but will involve "as is" existing airport buildings and facilities thus eliminating the need for steps 3, 4, and 5.

The right to approve or disapprove a Commercial Aviation Business proposal rests with the recommendation of the Airport Manager and a final decision by the Airport Authority.

ADMINISTRATION AND AUTHORITY:

The Airport is managed on a day-to-day basis by an Airport Manager who is responsible for the administration, operations, and maintenance of all Bert Mooney Airport Authority property, material assets, financial assets, and employees.

The Airport Manager is an employee of the Bert Mooney Airport Authority and reports directly to the five commissioners who comprise the Airport Authority (owners and sponsors of the Airport). The Airport Authority periodically elects a Chief Executive from the membership of the Authority. The Chief Executive serves in a leadership position for the Authority and oversees the conduct of all Authority business meetings. The Airport Authority Commissioners are appointed to four year terms of office by the twelve member Butte Silver Bow Council of Commissioners. Airport Authority Commissioners are not limited to one four-year term of appointment but may be reappointed to concurrent terms by the Council of Commissioners. The Airport Authority Commissioners are responsible for establishing overall policy and objectives for operation of the Airport.

The Airport Manager is responsible for hiring and supervision of Airport staff personnel who are also employees of the Airport Authority.

The Airport Manager has been provided the authority and responsibility to manage the application of these Minimum Standards. The Airport Manager has the right to deny access to

the Airport any business endeavor which, in the Airport Manager's opinion, is irresponsible, unsafe, not suitable for the Airport environment, not in the public good, or an inadequate service.

The Minimum Standard elements of any business activity as expressed herein are elements of a general nature intended to address quality, safety, fairness, and service. The Airport Manager has the authority and responsibility to establish the finite details of each existing and proposed business agreement at the Airport. These details become a matter of record in a formal lease, rental, purchase, and similar document.

RATES AND FEES:

Land lease rates, building/facility rental fees, aircraft storage charges, fuel flowage fees, landing fees, concessionaire fees, and other charges are determined by the Airport Manager and approved by the Airport Authority. A copy of the most current Rates And Fees Schedule may be obtained at the Airport Manager's office.

INSURANCE:

Insurance requirements shall be discussed and finalized between the Tenant and Airport Manager prior to signing a lease or other agreement and prior to issuing an annual business certificate to the Tenant. A business Tenant shall annually provide the Airport Manager a Certificate of Insurance from the Tenant's insurance agent which identifies the Bert Mooney Airport Authority as an additional named insured and certificate holder. Certificates of Insurance shall be reviewed annually by the Airport Manager's risk management advisor. Insurance "shortfalls" shall be immediately corrected by the Tenant.

When a Tenant contracts with others to conduct business of any manner on the Tenant's Airport premises, the Tenant shall require the contracted entity to meet the same insurance conditions as outlined in the preceding paragraph.

The following listing of insurance requirements should be used for planning purposes by person's seeking to establish a Commercial Aviation Business on the Airport. Some types of businesses will require all insurance coverage for all six items listed below while other will not. Detailed insurance schedule minimum coverage as required by the Airport Manager are addressed in each business Section of this document. A Tenant may actually be required to purchase greater than minimum coverage to meet the scope of the Tenant's business activity and requirements of the Tenant's insurance agent and underwriters.

LISTING OF MINIMUM INSURANCE REQUIREMENTS

1. Aircraft Liability: Combined single limit, bodily injury, property damage, and passenger-seat coverage.
2. Comprehensive Public Liability and Property Damage (Premises): Combined single limit, bodily injury, and property damage.
3. Hangar Keeper's Liability:
4. Product Liability:
5. Motor Vehicle Liability: Tenant using service vehicles on AOA in support of Tenant's business.
6. Montana State Worker's Compensation Employee Liability: As required by State law.

When a Tenant negotiates a contract with any other business firm to conduct business of any manner on the Tenant's Airport premises, the Tenant shall require the contracted business firm to meet or exceed all applicable insurance minimums as listed above and further quantified in other Sections of this document.

In these cases the Airport Authority shall also be a named insured and a Certificate of Insurance provided to the Airport Manager.

SECTION II
FULL SERVICE FBO
(FIXED BASE OPERATOR)

Any Tenant desiring to establish a Commercial Aviation Business as a "FULL SERVICE FBO" shall provide as a minimum the following:

A. MANDATORY REQUIREMENTS

1. Aircraft fuel and oil sales (See *NOTE below)
2. Airframe and power plant repair/installation
3. Aircraft parking (tie-down)

B. SUPPLEMENTAL SERVICES

1. Avionics and instrument repair/installation
2. Hangaring of aircraft
3. Aircraft sales
4. Air taxi and air charter
5. Flight training
6. Aircraft rental
7. Aircraft catering (food service)

*NOTE: Aircraft fuel and oil sales are restricted to FULL SERVICE FBOs only.

The Minimum Standards for FULL SERVICE FBO as outlined below are for MANDATORY REQUIREMENTS only. A FULL SERVICE FBO engaged in SUPPLEMENTAL SERVICE must meet the Minimum Standards for each SUPPLEMENTAL SERVICE as outlined in other sections of this document.

I. LAND:

200,000 square feet of real estate to provide for buildings, landscaping, utility easements, concrete or asphalt area for automobile parking, mobile fuel dispensing equipment, and a paved tie-down area sufficient to park at least twenty (20) general aviation aircraft.

II. BUILDINGS:

2,500 square feet of properly lighted, heated and air-conditioned building space for offices, rest rooms, public lounge, and public use telephones. A hangar building of 10,000 square feet capable of accommodating four (4) single engine aircraft.

III. PERSONNEL:

At least one (1) properly trained and qualified ramp service employee shall be on duty during operating hours for fuel dispensing, aircraft marshalling, other aircraft services, and customer care.

At least one (1) FAA licensed airframe and power plant repair technician shall be available on site or on call at all times. At least one (1) employee of the business shall be FAA qualified for Inspection Authorization, IA, or if an employee IA is not on staff, then the Tenant must provide evidence of convenient and ready access to an IA source on the Airport to accommodate customer service on a timely basis.

Full Service FBOs providing any of the above listed Supplemental Services shall provide evidence to the satisfaction of the Airport Manager that trained, qualified, and certified employees are on staff to safely service customers and professionally represent the Airport for each Supplemental Service in which the Full Service FBO is engaged.

A current Organization Chart displaying the names, telephone numbers, and addresses of current Business owners and officers shall be provided to the Airport Manager.

IV. AIRCRAFT SERVICE EQUIPMENT:

Standard portable aircraft engine and systems starting and supplemental power equipment.

Aircraft towing equipment to meet the needs of aircraft up to a maximum certified weight of 100,000 pounds.

Hand tools, shop tools, and test equipment to support airframe and power plant repair of general aviation aircraft.

Fueling Equipment: Adequate mobile dispensing equipment meeting applicable codes to adequately serve customer needs. Tenant shall provide properly maintained fuel vehicles (herein after referred to as fuel trucks), equipped with adequate and appropriate filtering devices, meters, and fire suppression-spark arresting equipment. Fuel shall be available in types and quantities to meet all reasonable demands. Fuel trucks shall obtain fuel products from an on-Airport fuel farm. Each fueling truck shall be equipped with a 20 lb. ABC or larger fire extinguisher. The fuel trucks shall be inspected by a representative of the Airport Manager initially at time of being placed into service. Fuel trucks shall thereafter be inspected semiannually by the Tenant and certified in writing to the Airport Manager as being safe and in good repair. All fueling equipment is subject to government and wholesale fuel supplier inspections and specifications. Fueling trucks failing to pass inspections will not be allowed to operate on Airport premises until all discrepancies are corrected and re-inspected. All aircraft fueling trucks shall be stored/parked outside on the premises of the Tenant or at the Airport fuel farm. Each Tenant of a fuel truck must comply with federal EPA and OSHA standards, also local, State, and Federal safety requirements, plus additional standards adopted by the fuel farm Tenant. Self-service fueling of aircraft by individual aircraft owners is discouraged by the Airport Authority due to ground safety risks

and liability. Airport users who practice self-fueling shall be required to meet the same fueling equipment standards as a Full Service FBO. Airport users involved in self-fueling operations must obtain an annual Self-Fueling Permit provided after successful inspection of each fueling truck/vehicle and approval of the Airport Manager. The permit shall be aboard each fueling truck/vehicle at all times.

V. SERVICES:

Fuel, park and tie-down aircraft, wash aircraft, inflate tires, change aircraft engine oil, service oxygen systems, provide transportation for aircraft occupants from parking ramp to public lounge, provide minor repairs and services.

Provide airframe and power plant repair/installation for general aviation aircraft. Maintain, for sale, a stock of aircraft parts and accessories adequate in quantity and variety to reasonably satisfy the demands for such parts and accessories at the Airport.

Obtain, and keep in full force and effect, fuel service and aircraft manuals, tools, and test equipment to meet the reasonable requirements and needs of customers.

VI. HOURS OF OPERATION:

The office area shall be attended at all times from 0600 to 2200 hours daily. One ramp service employee shall be required on site or on call between 2200 and 0600 hours.

On site fuel and lubricants shall be available from 0600 to 2200 hours daily. On call fuel and airframe - power plant repair will be available twenty-four (24) hours per day.

Customer inquiries by telephone shall be answered in person or through a telephone answering machine or service.

VII. INSURANCE (MINIMUM COVERAGE):

1. Aircraft Liability: Combined single limit, bodily injury, property damage, and passenger seat coverage.
\$1,000,000 each occurrence with \$100,000 per passenger seat.
2. Comprehensive Public Liability and Property Damage (Premises): Combined single limit, bodily injury, and property damage.
\$1,000,000 each occurrence.
3. Product Liability:
\$500,000 each occurrence.
4. Motor Vehicle Liability: Tenant using service vehicles on AOA in support of Tenant's business.
\$500,000 each occurrence.
5. Hangar Keeper's Liability: If Tenant is involved in

moving customer's aircraft into and out of hangars.
\$100,000 each aircraft and \$300,000 each occurrence.

6. Montana State Worker's Compensation Employee Liability:
As required by State law.

SECTION III
AIRFRAME, POWER PLANT,
& ACCESSORY REPAIR
FBO (FIXED BASE OPERATOR)

Any Tenant desiring to establish a Commercial Aviation Business as "AIRFRAME, POWER PLANT, AND ACCESSORY REPAIR" shall provide as a minimum the following:

I. LAND:

10,000 square feet of real estate to provide for office, shop, hangar, rest room, aircraft tie-down, landscaping, utility easements, and automobile parking.

II. BUILDINGS:

3,600 square feet of office, shop, and hangar space meeting all applicable local, State and Federal laws, rules, codes and/or regulations plus heated and ventilated space for office, customer comfort, access to rest rooms, and public use telephone.

III. PERSONNEL:

At least one (1) qualified full-time FAA licensed airframe and power plant repair technician, available on site or on call at all times, and as many other properly trained personnel as may be required to adequately perform aircraft maintenance and repairs in an efficient and timely manner.

At least one (1) employee of the business shall be FAA qualified for Inspection Authorization, IA, or if an employee IA is not on staff, then the Tenant must provide evidence of convenient and ready access to an IA source on the Airport to accommodate customer service on a timely basis.

A current Organization Chart displaying the names, telephone numbers, and addresses of current Business owners and officers shall be provided to the Airport Manager.

IV. EQUIPMENT:

Provide equipment, supplies, and parts to perform maintenance in accordance with manufacturer's recommendations or equivalent, and meet the needs of the various types of aircraft normally based at and transiting the Airport.

Equipment must include tow bars, jacks, dollies and trailers to assist in the movement of any disabled aircraft of the gross weight and type normally serviced by the Tenant.

V. SERVICES:

Tenant shall offer airframe, power plant, and accessory repair service at the Airport and shall hold all applicable certificates and ratings for the operation of a repair shop.

Maintain, for sale, a stock of aircraft parts and accessories adequate in quantity and variety to reasonably satisfy the demands for such parts and accessories at the Airport.

Obtain, and keep in full force and effect, airframe repair and aircraft engine repair manuals, tools, test equipment, parts and exchange accessories to meet the reasonable requirements and needs of customers.

VI. HOURS OF OPERATION:

The minimum operating hours shall be a normal forty (40) hour work week. Hours of operations shall be posted in a prominent space on the entrance door to the office or shop area. A 24 hour per day access telephone number shall also be posted on the entrance door. When the on-Airport repair shop, office, or hangar is not manned, the Tenant shall make arrangements to handle customer inquiries through a telephone answering machine or some other message handling service.

VII. INSURANCE (MINIMUM COVERAGE) :

1. Comprehensive Public Liability and Property Damage (Premises): Combined single limit, bodily injury, and property damage.
\$1,000,000 each occurrence.
2. Product Liability:
\$500,000 each occurrence.
3. Motor Vehicle Liability: Tenant using service vehicles on AOA in support of Tenant's business.
\$500,000 each occurrence.
4. Hangar Keeper's Liability: If Tenant is involved in moving customer's aircraft into and out of hangars.
\$100,000 each aircraft and \$300,000 each occurrence.
5. Montana State Worker's Compensation Employee Liability:
As required by State law.

SECTION IV
AVIONICS AND INSTRUMENT
REPAIR/INSTALLATION
FBO (FIXED BASE OPERATOR)

Any Tenant desiring to establish a Commercial Aviation Business as "AVIONICS & INSTRUMENT REPAIR/INSTALLATION" shall provide as a minimum the following:

I. LAND:

5,000 square feet of real estate to provide for office, shop, rest room, landscaping, utility easements, and automobile parking.

II. BUILDINGS:

2,000 square feet of office and shop space meeting all applicable local, State and Federal laws, rules, codes and/or regulations plus heated and ventilated space for office, customer comfort, access to rest rooms, and public use telephone.

III. PERSONNEL:

At least one (1) full-time repairman, available on site or on call at all times, qualified in accordance with the terms and conditions of an FAA Repair Station Certificate for the services to be provided.

A current Organization Chart displaying the names, telephone numbers, and addresses of current Business owners and officers shall be provided to the Airport Manager.

IV. EQUIPMENT:

Provide equipment, supplies, and parts to perform repair and installation in accordance with manufacturer's recommendations or equivalent, and meet the needs of the various types of aircraft normally based at and transiting the Airport.

V. SERVICES:

Tenant shall provide an avionics and instrument repair service at the Airport and shall hold all applicable certificates and ratings for the operation of a repair shop.

Maintain, for sale, a stock of aircraft avionics/instrument parts and accessories adequate in quantity and variety to reasonably satisfy the demands for such parts and accessories at the Airport.

Obtain, and keep in full force and effect, avionics and instrument repair manuals, tools, test equipment, parts and exchange accessories to meet the reasonable requirements and needs of customers.

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VI. HOURS OF OPERATION:

The minimum operating hours shall be a normal forty (40) hour work week. Hours of operations shall be posted in a prominent space on the entrance door to the office or shop area. A 24 hour per day access telephone number shall also be posted on the entrance door. When the on-Airport repair shop or office is not manned, the Tenant shall make arrangements to handle customer inquiries through a telephone answering machine or some other message handling service.

VII. INSURANCE (MINIMUM COVERAGE):

1. Comprehensive Public Liability and Property Damage (Premises): Combined single limit, bodily injury, and property damage.
\$1,000,000 each occurrence.
2. Product Liability:
\$500,000 each occurrence.
3. Motor Vehicle Liability: Tenant using service vehicles on AOA in support of Tenant's business.
\$500,000 each occurrence.
4. Hangar Keeper's Liability: If Tenant is involved in moving customer's aircraft into and out of hangars.
\$100,000 each aircraft and \$300,000 each occurrence.
5. Montana State Worker's Compensation Employee Liability:
As required by State law.

SECTION V
AIRCRAFT PARKING (TIE-DOWN)
FBO (FIXED BASE OPERATOR)

Any Tenant desiring to establish a Commercial Aviation Business as "AIRCRAFT PARKING (TIE-DOWN)" shall provide as a minimum the following:

I. LAND:

100,000 square feet of real estate to provide for a paved tie-down area sufficient to park at least twenty (20) general aviation aircraft.

II. BUILDINGS:

400 square feet of heated and ventilated office space, access to a public use telephone, also convenient access to rest rooms.

III. PERSONNEL:

At least one (1) properly trained and qualified ramp service employee shall be on duty during operating hours to assist in aircraft marshalling, parking, tie-down, billing, and customer care.

A current Organization Chart displaying the names, telephone numbers, and addresses of current Business owners and officers shall be provided to the Airport Manager.

IV. EQUIPMENT:

Tenant will provide tie-down rings, tie-down cables, ropes, and/or chains of adequate strength to insure security of aircraft during high wind conditions. Tenant will also be responsible for proper marking, signage, and lighting of tie-down area.

V. SERVICES:

Tenant will assign aircraft parking locations, also assist pilots in aircraft marshalling, parking, tie-down, and customer care.

Tenant will properly paint and maintain taxiway lines and aircraft parking stripes to assist pilots in maneuvering aircraft on Tenant's premises.

Tenant will arrange for the removal of snow and ice from leased tie-down area and comply with all other flight line safety housekeeping practices especially FOD cleanliness.

VI. HOURS OF OPERATION:

As required by joint agreement between Tenant and customers. Hours of operations shall be posted in a prominent space on the entrance door to the office area. A 24 hour per day access telephone number shall also be posted on the entrance door. When the on-Airport office is not manned, the Tenant shall make arrangements to handle customer inquiries through a telephone answering machine or some other message handling service.

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VII. INSURANCE (MINIMUM COVERAGE) :

1. Comprehensive Public Liability and Property Damage (Premises): Combined single limit, bodily injury, and property damage.
\$1,000,000 each occurrence.
2. Product Liability: If aircraft parking lease agreement permits Tenant to service aircraft with oil, oxygen, compressed air, windshield products, and other products, then the Tenant shall comply with this product liability insurance requirement.
\$500,000 each occurrence.
3. Motor Vehicle Liability: Tenant using service vehicles on AOA in support of Tenant's business.
\$500,000 each occurrence.
4. Hangar Keeper's Liability: If Tenant is involved in moving customer's aircraft into and out of hangars.
\$100,000 each aircraft and \$300,000 each occurrence.
5. Montana State Worker's Compensation Employee Liability:
As required by State law.

SECTION VI
HANGARING OF AIRCRAFT
FBO (FIXED BASE OPERATOR)

Any Tenant desiring to establish a Commercial Aviation Business as "HANGARING OF AIRCRAFT" shall provide as a minimum the following:

I. LAND:

In addition to the BUILDINGS space required below, Tenant shall provide adequate land (square footage) as negotiated between the Tenant and Airport Manager to accommodate construction of hangars, taxiway access, utility corridors, automobile parking, landscaping, and breezeways.

II. BUILDINGS:

400 square feet of heated and ventilated office space, access to a public use telephone, also convenient access to rest rooms.

Hangar size and type of construction as negotiated with the Airport Manager, of sufficient strength to meet wind loads and snow loads as required by local building code. Hangars of design and architectural appearance to be compatible with the Airport master plan.

III. PERSONNEL:

At least one (1) properly trained employee located in an office space at the Airport or on call at an office location providing timely response to hangar customers. This person shall be able to respond to inquiries from potential customers as to hangar availability, rental costs, and settlement of bills. A current Organization Chart displaying the names, telephone numbers, and addresses of current Business owners and officers shall be provided to the Airport Manager.

IV. EQUIPMENT:

Tugs and spare parts to support hangar customers and keep hangar structures in good repair. Tenant shall be responsible for proper marking, signage, and lighting of hangar area. Tenant shall be responsible for snow removal around hangar leased area through use of Tenant owned and operated snow removal equipment or through written agreement with a local snow removal contractor, one approved by the Airport Manager.

V. SERVICE:

Tenant will provide T-hangar and/or Corporate hangar service as negotiated with the Airport Manager.

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VI. HOURS OF OPERATION:

As required by joint agreement between Tenant and customers. Hours of operations shall be posted in a prominent space on the entrance door to the office area. A 24 hour per day access telephone number shall also be posted on the entrance door. When the on-Airport office is not manned, the Tenant shall make arrangements to handle customer inquiries through a telephone answering machine or some other message handling service.

VII. INSURANCE (MINIMUM COVERAGE) :

1. Comprehensive Public Liability and Property Damage (Premises): Combined single limit, bodily injury, and property damage.
\$1,000,000 each occurrence.
2. Product Liability: If aircraft hangar lease agreement permits Tenant to service hangar customer aircraft with oil, oxygen, compressed air, windshield products, and other products, then the Tenant shall comply with this product liability insurance requirement.
\$500,000 each occurrence.
3. Motor Vehicle Liability: Tenant using service vehicles on AOA in support of Tenant's business.
\$500,000 each occurrence.
4. Hangar Keeper's Liability: The minimum coverage identified here assumes hangaring of relatively small single engine fixed wing aircraft. For Tenants accommodating small to large twin engine reciprocating, turbo prop, and turbo jet aircraft, the minimum coverage for Hangar Keeper's Liability will be a higher rate as determined by the Tenant's insurance agent and/or insurance underwriter.
\$100,000 each aircraft and \$300,000 each occurrence.
5. Montana State Worker's Compensation Employee Liability: As required by State law.

SECTION VII
FLIGHT TRAINING WITH
GROUND SCHOOL
FBO (FIXED BASE OPERATOR)

Any Tenant desiring to establish a Commercial Aviation Business as "FLIGHT TRAINING WITH GROUND SCHOOL" shall provide as a minimum the following:

I. LAND:

5,000 square feet of real estate to provide for buildings, landscaping, utility easements, and paved automobile parking plus adequate apron space for parking and staging aircraft.

II. BUILDINGS:

1,600 square feet of properly lighted, heated and air-conditioned building space for classroom, briefing room, pilots lounge, office space, rest rooms, and public use telephones. Buildings shall meet all applicable local, State, and Federal laws, rules, codes, and/or regulations.

III. PERSONNEL:

At least one (1) full-time employee, properly certified by the Federal Aviation Administration, as a flight instructor with instrument ratings and type ratings to cover the type of training offered.

At least one (1) qualified ground school instructor.

A current Organization Chart displaying the names, telephone numbers, and addresses of current Business owners and officers shall be provided to the Airport Manager.

IV. EQUIPMENT:

The Tenant shall own, or have leased in writing, an adequate number of properly certified aircraft equipped for the types of flight instruction planned. At least one (1) aircraft shall be fully equipped for instrument flight instruction.

Tenant shall arrange for an adequate source of pilot supplies, text material, and instructional aids to support flight and ground school training.

V. SERVICE:

Tenant shall provide flight instruction with ground school. This business shall also include flight simulator training arrangements, on or off Airport, to the degree the Tenant's customer base includes simulator requirements.

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VI. HOURS OF OPERATION:

As required by joint agreement between Tenant and customers. Hours of operations shall be posted in a prominent space on the entrance door to the office area. A 24 hour per day access telephone number shall also be posted on the entrance door. When the on-Airport office is not manned, the Tenant shall make arrangements to handle customer inquiries through a telephone answering machine or some other message handling service.

VII. INSURANCE (MINIMUM COVERAGE) :

1. Aircraft Liability: Combined single limit, bodily injury, property damage, and passenger seat coverage.
\$1,000,000 each occurrence with \$100,000 per passenger seat.
2. Comprehensive Public Liability and Property Damage (Premises): Combined single limit, bodily injury, and property damage.
\$1,000,000 each occurrence.
3. Product Liability:
\$500,000 each occurrence.
4. Motor Vehicle Liability: Tenant using service vehicles on AOA in support of Tenant's business.
\$500,000 each occurrence.
5. Hangar Keeper's Liability: If Tenant is involved in moving customer's aircraft into and out of hangars.
\$100,000 each aircraft and \$300,000 each occurrence.
6. Montana State Worker's Compensation Employee Liability:
As required by State law.

SECTION VII (continued)
FLIGHT TRAINING WITHOUT
GROUND SCHOOL
FBO (FIXED BASE OPERATOR)

Any Tenant desiring to establish a Commercial Aviation Business as "FLIGHT TRAINING WITHOUT GROUND SCHOOL" shall provide as a minimum the following:

I. LAND:

In addition to the BUILDINGS space required below, Tenant shall provide adequate apron space (square footage) for the parking and staging of aircraft.

II. BUILDINGS:

120 square feet of office space and easy access to a pilot's lounge, rest rooms, and public use telephones.

III. PERSONNEL:

At least one (1) full-time employee, properly certified by the Federal Aviation Administration, as a flight instructor with instrument ratings and type ratings to cover the type of training offered.

IV. EQUIPMENT:

The Tenant shall own, or have leased in writing, an adequate number of properly certified aircraft equipped for the types of flight instruction planned. At least one (1) aircraft shall be fully equipped for instrument flight instruction.

A current Organization Chart displaying the names, telephone numbers, and addresses of current Business owners and officers shall be provided to the Airport Manager.

V. SERVICE:

Tenant shall provide flight instruction without on-Airport ground school.

VI. HOURS OF OPERATION:

As required by joint agreement between Tenant and customers. Hours of operations shall be posted in a prominent space on the entrance door to the office area. A 24 hour per day access telephone number shall also be posted on the entrance door. When the on-Airport office is not manned, the Tenant shall make arrangements to handle customer inquiries through a telephone answering machine or some other message handling service.

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VII. INSURANCE (MINIMUM COVERAGE) :

1. Aircraft Liability: Combined single limit, bodily injury, property damage, and passenger seat coverage.
\$1,000,000 each occurrence with \$100,000 per passenger seat.
2. Comprehensive Public Liability and Property Damage (Premises): Combined single limit, bodily injury, and property damage.
\$1,000,000 each occurrence.
3. Product Liability:
\$500,000 each occurrence.
4. Motor Vehicle Liability: Tenant using service vehicles on AOA in support of Tenant's business.
\$500,000 each occurrence.
5. Hangar Keeper's Liability: If Tenant is involved in moving customer's aircraft into and out of hangars.
\$100,000 each aircraft and \$300,000 each occurrence.
6. Montana State Worker's Compensation Employee Liability:
As required by State law.

SECTION VIII
AIRCRAFT RENTAL
FBO (FIXED BASE OPERATOR)

Any Tenant desiring to establish a Commercial Aviation Business as "AIRCRAFT RENTAL" shall provide as a minimum the following:
NOTE: This business activity shall involve no formal flight instruction except aircraft rental check out. See Section VII for FLIGHT TRAINING.

I. LAND:

In addition to the BUILDINGS space required below, Tenant shall provide adequate apron space (square footage) for parking and staging of aircraft.

II. BUILDINGS:

120 square feet of office space and easy access to rest rooms and public use telephones.

III. PERSONNEL:

At least one (1) full-time employee having a current flight instructor pilot certificate and other ratings appropriate for the types of aircraft to be checked-out and rented to qualified customers.

A current Organization Chart displaying the names, telephone numbers, and addresses of current Business owners and officers shall be provided to the Airport Manager.

IV. EQUIPMENT:

The Tenant shall own, or have leased in writing, an adequate number of properly certified aircraft equipped for the types of aircraft rentals planned.

V. SERVICE:

Tenant will engage in the check-out and rental of aircraft to qualified pilot customers.

VI. HOURS OF OPERATION:

As required by joint agreement between Tenant and customers. Hours of operations shall be posted in a prominent space on the entrance door to the office area. A 24 hour per day access telephone number shall also be posted on the entrance door. When the on-Airport office is not manned, the Tenant shall make arrangements to handle customer inquiries through a telephone answering machine or some other message handling service.

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VII. INSURANCE (MINIMUM COVERAGE) :

1. Aircraft Liability: Combined single limit, bodily injury, property damage, and passenger seat coverage.
\$1,000,000 each occurrence with \$100,000 per passenger seat.
2. Comprehensive Public Liability and Property Damage (Premises): Combined single limit, bodily injury, and property damage.
\$1,000,000 each occurrence.
3. Product Liability:
\$500,000 each occurrence.
4. Motor Vehicle Liability: Tenant using service vehicles on AOA in support of Tenant's business.
\$500,000 each occurrence.
5. Hangar Keeper's Liability: If Tenant is involved in moving customer's aircraft into and out of hangars.
\$100,000 each aircraft and \$300,000 each occurrence.
6. Montana State Worker's Compensation Employee Liability:
As required by State law.

SECTION IX
AIRCRAFT SALES
FBO (FIXED BASE OPERATOR)

Any Tenant desiring to establish a Commercial Aviation Business as "AIRCRAFT SALES" shall provide as a minimum the following:

I. LAND:

As negotiated between the Tenant and Airport Manager; however paved apron or enclosed hangar space is preferred. This space should display the aircraft for sale in a clean, tidy, well lighted area for Tenant owned or consigned new or used aircraft.

II. BUILDINGS:

120 square feet of office space and easy access to a customer lounge, rest rooms, and public use telephones.

III. PERSONNEL:

At least one (1) full time employee having a current instructor pilot certificate and other ratings appropriate for the demonstration and check-out of the types of aircraft to be sold. A current Organization Chart displaying the names, telephone numbers, and addresses of current Business owners and officers shall be provided to the Airport Manager.

IV. EQUIPMENT:

For new aircraft sales, Tenant shall be a licensed dealer or franchised distributor representing the aircraft manufacturer, and shall have available or on-call current model demonstrators. Tenant shall have access to aircraft tow bars and tractor tugs to locate aircraft on apron locations suitable for demonstration and check-out.

V. SERVICE:

Tenant will engage in the sale of new and/or used aircraft. Tenant will provide for the repair and servicing of aircraft, during warranty period, at Tenant's own facilities or through agreement with a repair shop qualified in the make and model of aircraft sold.

VI. HOURS OF OPERATION:

As required by joint agreement between Tenant and customers. Hours of operations shall be posted in a prominent space on the entrance door to the office area. A 24 hour per day access telephone number shall also be posted on the entrance door. When the on-Airport office is not manned, the Tenant shall make arrangements to handle customer inquiries through a telephone answering machine or some other message handling service.

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VII. INSURANCE (MINIMUM COVERAGE) :

1. Aircraft Liability: Combined single limit, bodily injury, property damage, and passenger seat coverage.
\$1,000,000 each occurrence with \$100,000 per passenger seat.
2. Comprehensive Public Liability and Property Damage (Premises): Combined single limit, bodily injury, and property damage.
\$1,000,000 each occurrence.
3. Product Liability:
\$500,000 each occurrence.
4. Motor Vehicle Liability: Tenant using service vehicles on AOA in support of Tenant's business.
\$500,000 each occurrence.
5. Hangar Keeper's Liability: If Tenant is involved in moving customer's aircraft into and out of hangars.
\$100,000 each aircraft and \$300,000 each occurrence.
6. Montana State Worker's Compensation Employee Liability:
As required by State law.

SECTION X

SCHEDULED AIR CARRIER

*NOTE: This Section outlines the Minimum Standards for Commercial Aviation Businesses involved in Scheduled Air Carrier Passenger service. Businesses concerned exclusively with "pure" or integrated Air Cargo service should make reference to Section XV.

Any Tenant desiring to establish a Commercial Aviation Business as "SCHEDULED AIR CARRIER" shall provide as a minimum the following:

I. LAND:

In addition to the BUILDINGS space required below, Tenant shall provide adequate apron space (square footage) as negotiated between the Tenant and Airport Manager for staging of aircraft plus landside space for parking of customer automobiles.

II. BUILDINGS:

2,000 square feet of properly heated, lighted and air-conditioned building space for office, reservations, ticketing, passenger check-in, passenger lounge, immediate access to public rest rooms, passenger/baggage screening, baggage holding, and public use telephones. Satisfactory arrangements must be made for security checking passengers, luggage, and cargo. Ground transportation arrangements are also the responsibility of the Tenant.

III. PERSONNEL:

Tenant must hold a valid and current Federal Aviation Administration Scheduled Air Carrier Operator's Certificate per FAA FAR Part 121.

For each pilot, current Federal Aviation Administration air transport pilot ratings as required by the FAA.

Tenant shall be responsible for hiring and training of ticket and travel agents, line service personnel, and security screening personnel.

A current Organization Chart displaying the names, telephone numbers, and addresses of current Business owners and officers shall be provided to the Airport Manager.

IV. EQUIPMENT:

An adequate number of aircraft meeting all the requirements of the Scheduled Air Carrier Operator Certificate held.

Aircraft shall be owned by or leased to the Tenant.

Adequate ground support equipment (GSE) for safe and efficient aircraft service, baggage handling, passenger stairs, cargo processing, and AOA security.

Tenant owned or contracted snow removal service equipment is required.

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V. SERVICE:

Tenant shall provide Scheduled Air Carrier service at the Airport.

Tenant shall contract with an on-Airport Full Service FBO for into-aircraft delivery of fuel.

VI. HOURS OF OPERATION:

As required by joint agreement between Tenant and Airport Manager.

Hours of operations shall be posted in a prominent space on the entrance door to the passenger service area. A 24 hour per day access telephone number shall also be posted on the entrance door. When the on-Airport office is not manned, the Tenant shall make arrangements to handle customer inquiries through a telephone answering machine or some other message handling service.

VII. INSURANCE (MINIMUM COVERAGE) :

1. Aircraft Liability: Combined single limit, bodily injury, property damage, and passenger seat coverage.
\$10,000,000 each occurrence with \$100,000 per passenger seat.
2. Comprehensive Public Liability and Property Damage (Premises): Combined single limit, bodily injury, and property damage.
\$10,000,000 each occurrence.
3. Product Liability:
\$500,000 each occurrence.
4. Motor Vehicle Liability: Tenant using service vehicles on AOA in support of Tenant's business.
\$500,000 each occurrence.
5. Hangar Keeper's Liability: If Tenant is involved in moving customer's aircraft into and out of hangars.
\$1,000,000 each aircraft and \$3,000,000 each occurrence.
6. Montana State Worker's Compensation Employee Liability:
As required by State law.

SECTION XI
AIR TAXI OR AIR CHARTER
FBO (FIXED BASE OPERATOR)

Any Tenant desiring to establish a Commercial Aviation Business as "AIR TAXI OR AIR CHARTER" shall provide as a minimum the following:

I. LAND:

In addition to the BUILDINGS space required below, Tenant shall provide adequate apron space (square footage) as negotiated between the Tenant and Airport Manager for staging of aircraft plus landside space for parking of customer automobiles.

II. BUILDINGS:

2,000 square feet of properly heated, lighted and air-conditioned building space for office, passenger check-in, passenger lounge, immediate access to public rest rooms, passenger/baggage screening, baggage holding, and public use telephones. Satisfactory arrangements must be made for security checking passengers, luggage, and cargo, also ticketing, and ground transportation arrangements.

III. PERSONNEL:

Tenant must hold a valid and current Federal Aviation Administration Air Taxi Commercial Operator's Certificate per FAA FAR Part 135.

For each pilot, current Federal Aviation Administration air transport pilot ratings as required by the FAA.

Tenant shall be responsible for hiring and training of ticket agents, line service personnel, and security screening personnel. A current Organization Chart displaying the names, telephone numbers, and addresses of current Business owners and officers shall be provided to the Airport Manager.

IV. EQUIPMENT:

An adequate number of aircraft meeting all the requirements of the Air Taxi/Charter Commercial Operator Certificate held. At least one (1) aircraft shall be completely equipped for flight under instrument conditions. Aircraft shall be owned by or leased to the Tenant.

Adequate ground support equipment (GSE) for safe and efficient aircraft service, baggage handling, passenger stairs, and AOA security.

Tenant owned or contracted snow removal service equipment is required.

V. SERVICE:

Tenant shall provide Air Taxi and/or Air Charter service at the Airport.

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VI. HOURS OF OPERATION:

As required by joint agreement between Tenant and customers. Hours of operations shall be posted in a prominent space on the entrance door to the office area. A 24 hour per day access telephone number shall also be posted on the entrance door. When the on-Airport office is not manned, the Tenant shall make arrangements to handle customer inquiries through a telephone answering machine or some other message handling service.

VII. INSURANCE (MINIMUM COVERAGE) :

1. Aircraft Liability: Combined single limit, bodily injury, property damage, and passenger seat coverage.
\$1,000,000 each occurrence with \$100,000 per passenger seat.
2. Comprehensive Public Liability and Property Damage (Premises): Combined single limit, bodily injury, and property damage.
\$1,000,000 each occurrence.
3. Product Liability:
\$500,000 each occurrence.
4. Motor Vehicle Liability: Tenant using service vehicles on AOA in support of Tenant's business.
\$500,000 each occurrence.
5. Hangar Keeper's Liability: If Tenant is involved in moving customer's aircraft into and out of hangars.
\$100,000 each aircraft and \$300,000 each occurrence.
6. Montana State Worker's Compensation Employee Liability:
As required by State law.

SECTION XII AIRCRAFT CATERING

Any Tenant desiring to establish a Commercial Aviation Business as "AIRCRAFT CATERING" shall provide as a minimum the following:

I. LAND:

As negotiated between the Tenant and Airport Manager.

II. BUILDINGS:

120 square feet of office space, food dispatch, temporary food storage, hand wash, and access to public use telephones.

III. PERSONNEL:

At least one (1) person qualified in food service and sales. A current Organization Chart displaying the names, telephone numbers, and addresses of current Business owners and officers shall be provided to the Airport Manager.

IV. EQUIPMENT:

Tenant shall provide equipment required by the local Health Department to temporarily hold prepared food in a sanitary and temperature controlled environment until such prepared food product is delivered to an aircraft. Tenant shall also provide equipment necessary to collect food waste from aircraft and then to dispose of food waste in a manner acceptable to the local Health Department.

V. SERVICE:

Tenant shall engage in the sale of prepared food product to operators of aircraft. It is assumed the food product will be processed and prepared at an off-Airport food preparation facility. If Tenant intends to prepare food on-Airport, then the Tenant shall meet all Health Department and other local requirements for restaurant service and/or in-flight kitchen.

VI. HOURS OF OPERATION:

As required by joint agreement between Tenant and customers. Hours of operations shall be posted in a prominent space on the entrance door to the office area. A 24 hour per day access telephone number shall also be posted on the entrance door. When the on-Airport office is not manned, the Tenant shall make arrangements to handle customer inquiries through a telephone answering machine or some other message handling service.

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VII. INSURANCE (MINIMUM COVERAGE) :

1. Comprehensive Public Liability and Property Damage (Premises): Combined single limit, bodily injury, and property damage.
\$1,000,000 each occurrence.
2. Product Liability:
\$500,000 each occurrence.
3. Motor Vehicle Liability: Tenant using service vehicles on AOA in support of Tenant's business.
\$500,000 each occurrence.
4. Montana State Worker's Compensation Employee Liability:
As required by State law.

SECTION XIII FLYING CLUB

For purposes of this Airport Minimum Standards document "FLYING CLUB" is defined as follows:

FLYING CLUB

shall mean a nonprofit entity organized for the purpose of providing members with aircraft for personal use and enjoyment only. Flying Clubs at the Bert Mooney Airport are considered Airport business firms and shall comply with appropriate conditions of these Airport Minimum Standards including insurance requirements. Flying Clubs shall also meet the terms and conditions of the Airport Rules & Regulations document.

*NOTE: Aircraft fuel and oil sales are restricted to FULL SERVICE FBOs only. Fuel shall be available in types and quantities to meet all reasonable demands. Fuel trucks/vehicles shall obtain fuel products from an on-Airport fuel farm. Self-service fueling of aircraft by individual aircraft owners is discouraged by the Airport Authority due to ground safety risks and liability. Airport users who practice self-fueling shall be required to meet the same fueling equipment standards as a Full Service FBO (see Section II). Airport users involved in self-fueling operations must obtain an annual Self-Fueling Permit provided after successful inspection of each fueling truck/vehicle and approval by the Airport Manager. The permit shall be aboard each fueling truck/vehicle at all times.

Any Tenant desiring to establish a "FLYING CLUB" shall provide as a minimum the following:

I. LAND:

As negotiated between the Tenant and Airport Manager.

II. BUILDINGS:

Office, shop, and hangar space as negotiated with the Airport Manager. Office shall be heated and ventilated plus convenient access to rest rooms and public use telephone.

III. PERSONNEL:

At least one (1) Flying Club supervisor.

A current Organization Chart reflecting the names, telephone numbers, and addresses of current Club Officers shall be provided to the Airport Manager.

IV. EQUIPMENT:

Provide equipment, supplies, and parts to maintain Club aircraft and Club facilities.

V. SERVICES:

Tenant shall be a nonprofit entity. A Flying Club shall be organized for the express purpose of providing Club members with aircraft for their personal use and enjoyment only.

Tenant shall not derive greater revenue from use of its aircraft than the amount necessary for the operations, maintenance, and replacement of its aircraft.

Tenant shall not offer or conduct any of the services outlined in Sections II through XII and Sections XIV through XVIII of this document to persons who are not members of the Club.

Flight instruction by Flying Club qualified instructors is limited to Club members only.

Qualified aircraft mechanics who are Club members may perform maintenance on Club aircraft but are limited to compensation for such work via credit of Club dues or compensated Club flight time.

Flying Club Officers and administrative personnel shall not be compensated by Club members through salary or wages. Club Officers and administrative personnel are limited to compensation for Club work via credit of Club dues or compensated Club flight time.

Club members are not prohibited from being full-time or part-time employees of any other Commercial Aviation Business at the Airport.

The Tenant and all Flying Club members are prohibited from leasing or selling any goods or services on the Airport except that the Tenant may sell or exchange Flying Club capital equipment.

VI. HOURS OF OPERATION:

As required by joint agreement between Tenant and Flying Club members.

Hours of operations shall be posted in a prominent space on the entrance door to the Flying Club office area. A 24 hour per day access telephone number shall also be posted on the entrance door. When the Flying Club on-Airport office is not manned, the Tenant shall make arrangements to handle customer inquiries through a telephone answering machine or some other message handling service.

VII. INSURANCE (MINIMUM COVERAGE) :

1. Aircraft Liability: Combined single limit, bodily injury, property damage, and passenger seat coverage.
\$1,000,000 each occurrence with \$100,000 per passenger seat.
2. Comprehensive Public Liability and Property Damage (Premises): Combined single limit, bodily injury, and property damage.
\$1,000,000 each occurrence.
3. Motor Vehicle Liability: Tenant using service vehicles

on AOA in support of Tenant's business.
\$500,000 each occurrence.

4. Montana State Worker's Compensation Employee Liability:
As required by State law.

SECTION XIV **AEROSPACE MANUFACTURING AND** **OVERHAUL**

Any Tenant desiring to establish a Commercial Aviation Business as "AEROSPACE MANUFACTURING AND OVERHAUL" shall provide as a minimum the following:

I. LAND:

10,000 square feet of real estate to provide for shop, hangar, landscaping, utility easements, and automobile parking.

II. BUILDINGS:

3,600 square feet of office, shop, and hangar space meeting all applicable local, State and Federal laws, rules, codes and/or regulations plus heated and ventilated space for office, employees, customer comfort, access to rest rooms, and public use telephone.

III. PERSONNEL:

One (1) qualified full-time supervisor, and as many other properly trained personnel as may be required to perform the aerospace manufacturing or overhaul operations. A current Organization Chart displaying the names, telephone numbers, and addresses of current Business owners and officers shall be provided to the Airport Manager.

IV. EQUIPMENT:

Provide equipment, supplies, and parts to perform tooling, fabrication, and installation in accordance with specifications or manufacturer's recommendations.

V. SERVICES:

Tenant shall manufacture or overhaul aerospace products - total systems, subsystems, or components. Tenant shall have on site the necessary technical manuals, spare parts, tools, test equipment, safety systems, qualified personnel, and other resources to meet company and customer requirements. Tenant must hold current and appropriate Federal Aviation Administration Airframe or System Certificates, if required.

VI. HOURS OF OPERATION:

As required by joint agreement between Tenant and customers. Hours of operations shall be posted in a prominent space on the

entrance door to the office area. A 24 hour per day access telephone number shall also be posted on the entrance door. When the on-Airport office is not manned, the Tenant shall make arrangements to handle customer inquiries through a telephone answering machine or some other message handling service.

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VII. INSURANCE (MINIMUM COVERAGE) :

1. Aircraft Liability: Combined single limit, bodily injury, property damage, and passenger seat coverage.
\$1,000,000 each occurrence with \$100,000 per passenger seat.
2. Comprehensive Public Liability and Property Damage (Premises): Combined single limit, bodily injury, and property damage.
\$1,000,000 each occurrence.
3. Product Liability:
\$500,000 each occurrence.
4. Motor Vehicle Liability: Tenant using service vehicles on AOA in support of Tenant's business.
\$500,000 each occurrence.
5. Hangar Keeper's Liability: If Tenant is involved in moving customer's aircraft into and out of hangars.
\$100,000 each aircraft and \$300,000 each occurrence.
6. Montana State Worker's Compensation Employee Liability:
As required by State law.

SECTION XV
AIR CARGO

Any Tenant desiring to establish a Commercial Aviation Business as "AIR CARGO" shall provide as a minimum the following:

I. LAND:

40,000 square feet of real estate to provide a paved area for truck staging, customer vehicle parking, landscaping, utility easements, and paved aircraft parking.

II. BUILDINGS:

1,600 square feet of properly heated, lighted and air-conditioned building space for cargo processing, cargo holding, office, customer service, rest rooms, and public use telephones.

III. PERSONNEL:

At least one (1) qualified person must be on duty during normal business hours to accommodate and respond to customer needs. A current Organization Chart displaying the names, telephone numbers, and addresses of current Business owners and officers shall be provided to the Airport Manager.

IV. EQUIPMENT:

Office and computer support, truck dock materials handling, warehouse materials handling, airside materials handling, weight scales, and aircraft servicing equipment required to support the air cargo workload.

V. SERVICE:

Tenant shall provide air cargo service, landside receipt and delivery, temporary warehousing, pallet/container/package handling, airside receipt and delivery, and customer product accountability and tracking service.

Tenant shall hold current and appropriate Federal Aviation Administration Operator's Certificates under FAR Part 121 or FAR Part 135.

Tenant shall contract with an on-Airport Full Service FBO for into-aircraft delivery of fuel.

VI. HOURS OF OPERATION:

As required by joint agreement between Tenant and customers. Hours of operations shall be posted in a prominent space on the entrance door to the office area. A 24 hour per day access telephone number shall also be posted on the entrance door. When the on-Airport office is not manned, the Tenant shall make arrangements to handle customer inquiries through a telephone answering machine or some other message handling service.

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VII. INSURANCE (MINIMUM COVERAGE) :

1. Aircraft Liability: Combined single limit, bodily injury, property damage, and passenger seat coverage.
\$10,000,000 each occurrence with \$100,000 per passenger seat.
2. Comprehensive Public Liability and Property Damage (Premises): Combined single limit, bodily injury, and property damage.
\$10,000,000 each occurrence.
3. Product Liability:
\$500,000 each occurrence.
4. Motor Vehicle Liability: Tenant using service vehicles on AOA in support of Tenant's business.
\$500,000 each occurrence.
5. Hangar Keeper's Liability: If Tenant is involved in moving customer's aircraft into and out of hangars.
\$1,000,000 each aircraft and \$3,000,000 each occurrence.
6. Montana State Worker's Compensation Employee Liability:
As required by State law.

SECTION XVI
FREIGHT FORWARDER

Any Tenant desiring to establish a Commercial Aviation Business as "FREIGHT FORWARDER" shall provide as a minimum the following:

I. LAND:

As negotiated between the Tenant and Airport Manager.

II. BUILDINGS:

120 square feet of office space with easy access to rest rooms and public use telephones, also proof of on-Airport or off-Airport freight holding and processing facilities.

III. PERSONNEL:

At least one (1) qualified person must be on duty during normal business hours to accommodate and respond to customer needs. A current Organization Chart displaying the names, telephone numbers, and addresses of current Business owners and officers shall be provided to the Airport Manager.

IV. EQUIPMENT:

As required by the Tenant to support the scope of business.

V. SERVICE:

Tenant will provide freight forwarding cargo service, receipt and delivery, temporary warehousing, and customer product accountability.

VI. HOURS OF OPERATION:

As required by joint agreement between Tenant and customers. Hours of operations shall be posted in a prominent space on the entrance door to the office area. A 24 hour per day access telephone number shall also be posted on the entrance door. When the on-Airport office is not manned, the Tenant shall make arrangements to handle customer inquiries through a telephone answering machine or some other message handling service.

VII. INSURANCE (MINIMUM COVERAGE) :

1. Comprehensive Public Liability and Property Damage (Premises): Combined single limit, bodily injury, and property damage.
\$1,000,000 each occurrence.
2. Product Liability:
\$500,000 each occurrence.
3. Motor Vehicle Liability: Tenant using service vehicles on AOA in support of Tenant's business.
\$500,000 each occurrence.

4. Montana State Worker's Compensation Employee Liability:
As required by State law.

SECTION XVII
OTHER AERONAUTICAL BUSINESSES

Any Tenant desiring to establish a Commercial Aviation Business other than listed in previous SECTIONS of this Airport Minimum Standards document shall negotiate the proposed business venture with the Airport Manager. During those negotiations the Tenant and Airport Manager shall agree upon the following:

- LAND:** The nominal square footage of Airport land required for the business endeavor.
- BUILDINGS:** The nominal square footage and type of building required for the business.
- PERSONNEL:** The minimum number of employees and minimum qualifications of employees required for the business.
- EQUIPMENT:** The type of equipment required for the business.
- SERVICES:** The products, goods, and services expected of the business.
- HOURS:** The daily hours during which the on-Airport office is open for business or other means are established whereby a potential customer can easily contact the Tenant.
- INSURANCE:** The minimum insurance coverage required by the Airport Manager.

The Minimum Standards as agreed upon by the Tenant and Airport Manager shall become a matter of written record and part of the formal agreement authorizing the Tenant to conduct business operations on the Airport.

Examples of the types of activities that qualify as OTHER AERONAUTICAL BUSINESSES are:

- a. Aerial advertising
- b. Aerial fire fighting
- c. Aerial photography, mapping, survey, or remote sensing
- d. Aerial sight-seeing
- e. Aircraft painting and detailing
- f. Aircraft propeller repair
- g. Air transportation distribution
- h. Banner towing
- i. Crop dusting, aerial agri applications
- j. Intermodal freight distribution
- k. "Just-in-time" warehousing
- l. Law enforcement
- m. Military Reserve and other Department of Defense operations

n. Power line or pipe line patrol.

SECTION XVIII
NON-AERONAUTICAL BUSINESSES
AND CONCESSIONAIRES

Any Tenant desiring to establish a NON-AERONAUTICAL BUSINESS OR CONCESSIONAIRE BUSINESS at the Airport shall negotiate the proposed business venture with the Airport Manager at which time the Tenant and Airport Manager shall agree upon the following:

- LAND:** The nominal square footage of Airport land required for the business endeavor.
- BUILDINGS:** The nominal square footage and type of building required for the business.
- PERSONNEL:** The minimum number of employees and minimum qualifications of employees required for the business.
- EQUIPMENT:** The type of equipment required for the business.
- SERVICES:** The products, goods, and services expected of the business.
- HOURS:** The daily hours of operation required during which time at least one employee is actually manning the Airport business facility.
- INSURANCE:** The minimum insurance coverage required by the Airport Manager.

The Minimum Standards as agreed upon by the Tenant and Airport Manager shall become a matter of written record and part of the formal agreement authorizing the Tenant to conduct business operations on the Airport.

Examples of the types of activities that qualify as a NON-AERONAUTICAL BUSINESS OR CONCESSIONAIRE BUSINESS are:

- a. Advertising facilities
- b. Amusement and game centers
- b. Auto parking lots
- c. Banks
- d. Barber and beauty shops
- e. Convenience stores
- f. Duty free shops
- g. Gift shops
- f. Government agencies
- g. Hotels and motels
- h. Insurance sales
- i. News stands
- j. Office buildings
- k. Rental cars, taxis, limousines, shuttle buses
- l. Restaurants and lounges
- m. Vending machines

APPENDIX I **DEFINITIONS**

The following DEFINITIONS should provide the reader of this Airport Minimum Standard document a better understanding of some of the aviation terms used in this document and throughout the airport operations business. The listing is intended to address terms used in this document only. A more complete list of aviation terms used in the airport operations business is contained in the appendix section of the Airport Rules & Regulations document for the Bert Mooney Airport.

DEFINITIONS:

AIRPORT

shall mean the Bert Mooney Airport, Butte, Montana, and includes all land, improvements, facilities, and developments within the boundaries of the Airport.

AIRPORT AUTHORITY

shall mean the five commissioners appointed by the Butte-Silver Bow Council of Commissioners to oversee the policies, management, and operation of the Bert Mooney Airport .

AIRPORT MANAGER

shall mean that person appointed by the Bert Mooney Airport Authority as responsible for the day-to-day administration, operations, and maintenance of all Bert Mooney Airport Authority property, material assets, financial assets, and employees.

AIRPORT RULES AND REGULATIONS - ALSO RULES & REGS

shall mean a document adopted and formally approved by the Airport Authority and the Butte-Silver Bow Council of Commissioners within which are detailed provisions for the safe, orderly, and efficient operation of the Airport.

AIR OPERATIONS AREA - ALSO AOA

shall mean any area of the Airport used for landing, takeoff, or surface maneuvering of aircraft. The AOA is considered a Restricted Area and is off-limits to the general public. All personnel conducting work tasks on the AOA shall carry a numbered Security Control Card on their person at all times. Security Control Cards are issued by the Airport Manager's office in the terminal/administration building. Persons failing to carry their Security Card are subject to arrest.

CERTIFICATE - ALSO ANNUAL BUSINESS CERTIFICATE

shall mean an official written instrument granting a special privilege to conduct specific business activities on the Airport. The Certificate is authorized and granted by the Airport Manager on an annual basis after a business owner satisfies certain rules

& regs, insurance, ownership, and minimum standard conditions. Granting of an Annual Business Certificate is mandatory prior to a business firm conducting business on the Airport.

COMMERCIAL AVIATION BUSINESS - ALSO AIRPORT BUSINESS FIRM, BUSINESS OPERATION/OPERATOR, AVIATION OPERATOR, INCLUDES FBOs shall mean any person or organization engaged in any business on the Airport and authorized to conduct such business by virtue of a contract or agreement with the Airport Manager. The business may be directly associated with aircraft and aeronautical activities or may be associated with non-aeronautical activities such as retailing, wholesaling, manufacturing, warehousing, and service industries.

EXCLUSIVE AREA

shall mean an area of the Airport designated by the Airport Manager as selected for and restricted to the sole control of one of the Airport's Commercial Aviation Businesses. For example, Exclusive Areas are the Butte Aviation FBO site, Corporate Air FBO site, private hangars, and the 15/90 Search & Rescue building.

EXCLUSIVE RIGHT

shall mean an exclusive privilege granted by the Airport Manager to a Commercial Aviation Business for which that privilege is not granted any other business firm. As a rule, Exclusive Rights are not granted unless unusual circumstances exist.

FBO

shall mean Fixed Base Operator, which further means a Commercial Aviation Business engaged in the enterprise of supplying transient and home-based aircraft services as authorized and contracted with the Airport Manager. FBO services normally include aircraft fueling, flight training, aircraft sales, airframe and power plant repair and maintenance, hangaring, parking (tie-down), aircraft rental, and air-taxi/air-charter service.

FLYING CLUB

shall mean a nonprofit entity organized for the purpose of providing members with aircraft for their personal use and enjoyment only. Flying Clubs at the Bert Mooney Airport are considered Airport business firms and shall comply with all conditions of these Airport Minimum Standards including insurance requirements. Flying Clubs shall also meet the terms and conditions of the Airport Rules & Regulations document.

MASTER PLAN

shall mean the Airport Master Plan and includes the official concept of the ultimate development of the Airport. It presents the research and logic from which the Plan evolved and displays the Plan in written and graphic forms. It presents schedules of

proposed development in the 0 - 5 year, 6 - 10 year, and 11 - 20 year time periods.

(continued on next page)

PUBLIC USE AREAS

shall mean those areas normally used by the general public thus allowing free access to come and go at will. Those areas include concessionaire shops, public rest rooms, terminal/administration building, public hallways, passage ways, public transportation waiting areas, viewing areas, roads, sidewalks, and public motor vehicle parking lots. They do not include areas leased by Commercial Aviation Businesses unless those businesses so designate certain areas as Public Use Areas. They do not include any areas of the AOA, Restricted Areas, nor Airport Employee motor vehicle parking lots.

RESTRICTED AREA

shall mean an area closed to access by the general public. This is a limited access area which the Airport Manager, the FAA, or Commercial Aviation Business owners have elected to restrict for purposes of security or safety. These areas include but are not limited to the AOA, Airport perimeter roadways, fenced-in areas, aircraft hangars and maintenance shops, military facilities, fuel storage areas, and hazardous materials storage areas. Restricted areas also include handicapped parking, passenger and baggage unloading, taxi staging, and shuttle bus staging areas.

TENANT

shall mean a government or private enterprise entity having a written lease, rental agreement, or other agreement with the Airport Manager which grants that entity certain rights and privileges on the Airport.

END OF DOCUMENT