

Minimum Standards
For Conduct of Aeronautical Activities
Watford City Municipal Airport

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WATFORD CITY MUNICIPAL AIRPORT MINIMUM STANDARDS

Preface

The Federal Aviation Administration (FAA) strongly recommends the adoption of commercial minimum standards for the purposes more fully described in Section 1.1 of these Minimum Standards. FAA Order 5190.6B, §10.4. Flying clubs are not-for-profit commercial operations and are not normally covered by commercial minimum standards. *Id.* at §10.1. However, flying clubs are covered within these standards since a majority of federally obligated airports where flying clubs exist have historically addressed the issue in their minimum standards. *See Id.*

1. Purpose and Scope

1.1. The Watford City Municipal Airport (“Airport”) is public property, and its purpose is to serve all commercial activities involved in general aviation and to encourage and promote at the Airport: (a) the consistent provision of high quality general aviation products, services, and facilities; (b) the development of high quality general aviation improvements; (c) general aviation safety and security; (d) the economic health of general aviation Operators; and (e) the orderly development of land and improvements for general aviation purposes.

All qualified and experienced entities and individuals desirous of engaging in general aviation aeronautical activities at the Airport shall be accorded a reasonable opportunity, without unjust discrimination, to engage in such activities, subject to fully complying with these Minimum Standards.

1.2. The requirements of standards imposed on those proposing to conduct an aeronautical activity on a public airport should relate primarily to the public interest. As building and sanitary codes are enacted for the protection of the local community, airport minimum standards should be designed to protect airport patrons from irresponsible, unsafe or inadequate service. The cost of meeting reasonable standards must be accepted as a normal business expense. Minimum Standards serve the objective of promoting safety, in all airport activities, maintaining a higher quality of service for airport users, protecting airport users from unlicensed and unauthorized products and services, enhancing the availability of adequate services for all airport users, and promoting the orderly development of airport land. The fairness and

reasonableness of standards normally is judged against the background of general practices which have found acceptance at airports of comparable size and situation.

1.3. Minimum Standards are rules and regulations which shall govern the conduct of all persons at the Airport, unless specifically provided by Federal or State regulations or unless exceptions *not in conflict with Federal or State regulations* have been authorized by the Watford City Airport Authority (“Authority”), as appointed by the Watford City City Council. The Minimum Standards specify the standards and/or requirements which must be fully complied with by any Operator desirous of engaging in aviation aeronautical Activities at the Airport. No person may operate any aeronautical device to or from the airport, engage in any aeronautical activity, provide any service, or use airport facilities unless in conformity with the provisions of the Authority, City ordinances, laws of the State of North Dakota, Federal laws, and rules and regulations applicable to such operations. The rules promulgated hereunder also apply to all persons in attendance, visiting, or observing activities at the Airport, whether or not such persons are involved in any aeronautical activities.

1.4. Compliance Requirement: Minimum Standards must at all times be compliant with all FAA regulations; all federal, state and local regulations including but not limited to environmental regulations; applicable NDCC sections; and all federal grant assurances binding on the Airport. Should any of these regulations change, the Minimum Standards must be changed and the change will become immediately effective against all Fixed Base Operators, Operators, Activities and the general public. Further, if the FAA determines that any provision of these Minimum Standards, any provision of any Agreement, or any practice constitutes a grant of a prohibited exclusive right, such provision shall be deemed null and void and such practice shall be discontinued immediately.

2. Privilege of use of Airport and Interpretation of Minimum Standards

2.1. The privilege of using Airport and its facilities shall be conditioned on the assumption by the user thereof of full responsibility and risk for such use, and the user thereof releases and agrees to hold the City of Watford City, Authority, and its officers, employees and agents harmless and indemnify them from any injury, loss, claim or damage to any persons or property while on or about the premises. The owners and operators (“Operators”) of all aeronautical devices and services based on or operating from the airport shall comply with all of the applicable provisions of the Minimum Standards. Authority reserves the right to deny use of the airport to any person who it determines is endangering the public’s safety, health or welfare

2.2. These Minimum Standards are subject to amendment without notice at the sole discretion of Authority. Any such amendment shall be provided to Operators within thirty (30) days.

2.3. Any required determinations, interpretations, or judgments regarding what constitutes an acceptable minimum standard or requirement, or regarding compliance with such minimum standard or requirement, shall be made by Authority. No Operator shall be allowed to engage in any aeronautical activity at the Airport under conditions that do not, in Authority's sole discretion, comply with these Minimum Standards, unless an exemption or variance has been approved by Authority.

2.4. Minimum Standards must be fair and reasonable to all on-airport business operators, reasonable to each individual operator and relevant to the activity that the Minimum Standards concern.

2.5. Authority / Airport will abide by all applicable Federal regulations when applying these minimum standards and will apply these minimum standards uniformly and without unjust discrimination.

2.6. The Authority shall designate an Airport Manager to supervise the operation of the Airport. It shall be the duty of the Airport Manager to see that the Minimum Standards are observed by persons engaged in any aeronautical activity at the airport or by any other persons on the airport premises. Each member of the staff of the Airport Manager, as a representative of the Airport Manager and agent of Authority is empowered to require compliance with the provisions of the Airport Minimum Standards and all rules and regulations issued by Authority.

3. General Requirements – Minimum Standards for Operator and the Conduct of All Aeronautical Activities

Operators engaging in Aeronautical Activities at the Airport or use in any manner shall fully comply with or exceed the requirements set out specifically for them ("Specific Minimum Standards", as well as all requirements set forth in the Minimum Standards. Authority shall have the right to eject or remove from the Airport premises any vehicle, aeronautical device, Operator, or any person guilty of violation of any provision of the Minimum Standards.

For the conduct of any aeronautical activity by contract, as contrasted with having a lease for such purpose with the City or the Authority, the contracting Operator must meet the applicable Minimum Standards and also have a fully executed Operating Permit with Authority.

The provisions of this Section shall survive the expiration or early termination of any Agreement or Permit with Authority for matters arising before such expiration or early termination.

3.1. Agreement:

No Operator shall engage in an Activity without an Agreement with Authority authorizing such Activity. An Agreement shall not reduce or limit Operator's obligations with respect to fully complying with the Minimum Standards.

The Operator's controlling interest in the conduct of the aeronautical Activity at the Airport shall not be transferred to another party without the prior written consent of Authority.

No person shall be granted an exclusive right to conduct any commercial activity on the Airport as mandated by FAA Advisory Circulars regarding exclusive right and minimum standards for commercial activities. The absence of competition alone is not a violation of the exclusive right policy. Authority reserves the right to provide commercial activities itself.

3.2. Payment of Rents, Fees, and Charges:

Operator shall pay the rents, fees, or other charges specified by Authority for engaging in Activities. Operator's failure to remain current in the payment of rents, fees, charges, and other sums due and owing to Authority shall be grounds for suspension or termination of Operator's Agreement authorizing the conduct of Activities at the Airport.

Authority may, at its option, enforce payment of any rent, fee, charge, or other sums due and owing to Authority by any legal means available to it.

3.3. Request to Conduct Aeronautical Activities:

In considering a request to conduct Activity(s), Authority shall determine whether Operator meets the applicable Minimum Standards and qualifications and shall grant or deny the request taking into consideration the Airport's Master Plan, Land Use, and the impact the Operator's request may have upon the safety and efficiency of the operation of the Airport, the possible creation of a safety hazard to the normal operations of aircraft arriving and departing from the Airport, possible environmental concerns, public safety, etc.

Authority reserves the right to approve plans and require specific changes to conform with color and building type in making its determination, Authority reserves the right to consult with the FAA and to disclose and discuss the Operator's proposal with the FAA.

All records submitted by an Operator in support of its request for the conduct of an aeronautical activity at the Airport will be kept confidential only so far as is allowed by Law.

3.4. Form of Request:

Operators requesting permission to conduct aeronautical Activity(s) at the Airport shall submit a written request containing all information and material necessary to establish to the satisfaction

of Authority that the Operator and the proposed activity(s) will qualify and comply with these Minimum Standards. The Operator making the request shall provide the following information and documentation, together with such other information or documents as may be requested by the City:

3.4.1. The Operator's name, address, contact number and the proposed activity(s).

3.4.2. A copy of all applicable licenses, certificates and permits required by law, rule or regulation to conduct the requested aeronautical activity.

3.4.3. The proposed location, and date for commencement and the duration of the activity.

3.4.4. Submit the above information with a non-refundable processing fee of \$250. Upon receipt of application, it will be reviewed by the Airport Authority within 90 days. Any fees incurred by the Airport Authority above the \$250.00 processing fee will be paid for by the applicant.

Every Operator requesting to conduct aeronautical Activity at the Airport shall provide evidence that it has or can reasonably be expected to meet necessary requirements of the FAA or other authority governing the proposed activity.

3.5. Financial Capability of Operators:

3.5.1. Operators must provide detail regarding any new structure or facility or modification of an existing facility including the estimated cost and the proposed specifications (site plan, architectural elevations and drawings).

3.5.2. Operators must provide evidence of financial capability to construct or modify facilities and perform the requested activity for the first three (3) years of operation.

3.5.3. Operators must provide evidence of insurance coverage at not less than the limits specified for the specific type of aeronautical activity. Where there are multiple activities, insurance coverage shall be required for each specific activity. The matter of insurance will be more fully set forth in another section of the Minimum Standards.

3.5.4. Operators must provide any release(s) necessary for Authority to conduct a credit report.

3.6. Experience and Capability:

Operator must demonstrate before and during the Agreement (when requested by Authority), the capability of consistently providing the required aviation products, services, and facilities and engaging in the required Activities in a safe, secure, efficient, courteous, prompt, and professional manner in service to and to the benefit of the public.

3.7. Licenses and Certifications:

Operator and employees shall obtain and comply with, at Operator's or Employee's sole cost and expense, all necessary licenses, permits, certifications, or ratings required for the conduct of Operator's Activities as required by Authority and Law.

Operator shall keep in effect and post in a prominent place, readily accessible and/or visible to the general public, all necessary or required licenses, permits, certifications, or ratings appropriate to the Activity.

Upon request, Operator or its employees shall provide copies of such licenses, permits, certifications, or ratings to Authority within ten (10) business days.

3.8. Insurance Coverage and Claims:

Every Operator conducting aeronautical activities at the Airport shall satisfy Authority in the following areas:

3.8.1. Insurance Coverage: Each Operator must provide and maintain suitable insurance and bonding (or equivalent) to, among other things, protect and hold Authority harmless from any and all liability in connection with the conduct of the proposed activity. The coverage shall not be less than the coverage described in Appendix 1 and otherwise comply with any additional requirements set forth in Appendix 1.

While the Minimum Standards shall set minimum limits for the various types of insurance to be provided, it shall be the primary and sole responsibility of FBO/Operator to determine if their operation requires insurance coverage above the minimums set in these Minimum Standards. The FBO/Operator shall review their liability coverage annually and increase the coverage above the minimums, to a reasonable threshold when, in their opinion, the risk attendant to their operation has increased. In no event shall Authority be liable for any shortfall in the FBO's/Operator's coverage.

3.8.2. Endorsements: All insurance policies required by these Minimum Standards shall carry all of the following endorsements on each policy:

3.8.2.1. “The City of Watford City, the Watford City Airport Authority (collectively “Watford City”), their employees, officers, agents and contractors are hereby added as additional insureds.”

3.8.2.2. “This policy shall be considered primary insurance as respects any other valid and collectable insurance Watford City may have, and any other insurance Watford City does possess shall be considered excess insurance only. Insurer waives subrogation rights against Watford City.”

3.8.2.3. “This insurance shall act for each insured, and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company.”

3.8.2.4. “Thirty (30) days prior written notice of cancellation shall be given to Watford City in the event of cancellation and/or reduction on coverage of any nature”. Language on a certificate stating the insurance company will “endeavor to provide 30 days written notice” is unacceptable.

3.8.3. General Tort Liability: Such Operator shall indemnify, defend, and hold Authority and its officers, employees and agents completely harmless from and against any and all liabilities, losses, suits, claims, including loss of use, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to the operator’s conduct of an aeronautical activity and/or the use or occupancy of the Airport or the acts or omissions of such Operator’s officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the gross negligence or willful misconduct of Authority.

3.8.4. Notice of Claim: Authority shall give such Operator reasonable notice of any claims or actions against Authority which directly or indirectly affect such Operator and such Operator shall have the right to compromise and defend the same to the extent of its own interest.

3.8.5. Insurance Certificate: No aeronautical Activity may be conducted under these Minimum Standards unless the Operator has provided Authority a current and continuing, properly endorsed insurance certificate providing current evidence to Authority of the types and levels of liability coverage in full force and effect.

3.9. Indemnification and Hold Harmless:

3.9.1. Operator shall defend, indemnify, save, protect, and hold harmless Authority, the City of Watford City, its agents, directors, officers, employees, members, sub lessees, contractors, trustees, receivers, assignees or similar representative thereof from and against (and reimburse Authority) for any and all actual or alleged liabilities, losses, suits, claims, judgments, fines, demands, damages, expenses, costs, fees (including but not limited to, attorney, accountant, paralegal, and expert fees), fines, costs, environmental costs, and/or penalties (collectively referred to as costs) which may be imposed upon, claimed against or incurred or suffered by Authority or City of Watford City, and which, in whole or in part, directly or indirectly, arise from or are in any way connected with any of the following, except to the extent resulting from Authority's sole negligence or willful misconduct: (i) any act, omission, or negligence of Operator or Operator's partners, officers, directors, agents, employees, invitees, contractors, subcontractors, agents, trustees, receivers, assignees, or similar representative.; (ii) any use or occupation, management or control of the Leased Premises and Airport facilities by Operator, whether or not due to Operator or Operator's own act or omission; (iii) any condition created in or about the Leased Premises or Airport facility after the effective date; and (iv) any breach, violation, or nonperformance of the Operator or the Operator's obligations under any Agreement.

3.9.2. Operator shall accept total responsibility and defend, indemnify, save, protect, and hold harmless Authority, its agents, sub lessees, contractors, trustees, receivers, assignees or similar representative thereof under any laws of immunity act or similar statutory provision of the State of North Dakota.

3.9.3. Authority shall give to Operator reasonable notice of any such claims or actions.

3.10. Environmental Compliance:

3.10.1. Compliance with Regulations: The Operator shall use suitable and environmentally acceptable facilities and practices specific to its Activity that addresses maintenance, including washing and cleaning of aeronautical devices and a means for the legal sanitary handling and disposal of all pollutants, hazardous products, trash, waste and other materials, including but not limited to used fuel, oil, solvents, electrical components, pesticides, chemicals and other waste, in accordance with City code, as well as being in compliance with Federal and State of North Dakota codes, rules and regulations.

3.10.2. Prevention Contingency and Control Plan ("Plan"): The Operator shall have a written Plan that sets forth and meets regulatory measures to address

emergency actions to be taken specific to the Operator's Activity, including but not limited to those emergencies and disasters pertaining to: clean up and control of any spills of fuel, oil and chemical; electrical related hazards; medical emergencies; and equipment failures causing impending danger to individual(s) or property. An updated copy of the Plan shall be filed with the Airport Manager or Authority at least 30 days prior to commencing operations. In lieu of providing such a Plan, the Operator has the option of accepting Authority's Storm Water Pollution Plan. In the event the Operator adopts this Plan, the Operator shall sign the Plan as required by Authority.

3.10.3. Reporting Spills: All Operators shall immediately inform the Airport Manager and all emergency service agencies in the event of a fuel or oil spill, and immediately provide personnel to help contain the spill.

3.10.4. Equipment Repairs: All Operators shall repair or replace all defective or malfunctioning equipment, including but not limited to, hoses, pumps, meters, nozzles, and any other equipment related to the fueling system of any device.

3.10.5. Reporting and Recording: All Operators will record and maintain fuel meter readings and maintain records relating to fuel sales, use and flow and to verify fuel flow amounts.

3.11. Aeronautical Devices, Equipment, and Vehicles: Operator's required aeronautical devices, equipment and vehicles must be fully operational and available at all times and capable of providing all required products and services in a manner consistent with intended use, subject to the following:

Aeronautical devices, equipment and vehicles may be unavailable, from time to time, on a temporary basis, for a reasonable period of time, due to routine or emergency maintenance as long as: (a) appropriate measures are being taken to return the devices, equipment or vehicle to service as soon as possible, and (b) fully operational back-up devices, equipment, and vehicles are available at all times.

3.12. Hours of Activity:

3.12.1. Unless otherwise stated in these Minimum Standards, Operator shall be required to remain open during normal business hours, five (5) days each week, and be on call for emergency services, with response time not to exceed one hour.

3.12.2. Operator hours of activity and contact information will be clearly posted in public view using appropriate and professional signage approved in advance by Authority.

3.12.3. Unless otherwise stated in these Minimum Standards, Operator's services shall be continuously offered and available to meet reasonable demand of customers for the Activity.

3.13. Security:

3.13.1. Operator shall fully comply with any security requirements and/or best practices of Authority as applicable to the Airport, Operator's lease and agreement, and Activities, including related rules and regulations specific to the Activity.

3.13.2. Operator shall designate a responsible person for the coordination of all security procedures and communications and provide point-of-contact information to the Airport Manager including the name of the primary and secondary contacts and a 24-hour telephone contact number for both individuals. Operator must comply with all applicable reporting requirements as established by Authority, FAA, DHA, TSA and any other Agencies, including City, State and Federal.

3.14. Personnel/Employees

Operator shall have in its employ, on duty, and immediately available during hours of Activity, properly licensed, trained, qualified, and courteous employees in such numbers as are required to fully comply with the Minimum Standards and to meet the reasonable demands of customers for each Activity being conducted by Operator in a safe, secure, efficient, courteous, prompt, and professional manner; and as applicable to the operation or operations contemplated or being conducted.

Operator shall control the conduct, demeanor, and appearance of its employees. It shall be the responsibility of Operator to maintain closed supervision of its employees to ensure that high quality products, services, and facilities are consistently being provided to Airport users in safe, secure, efficient, courteous, prompt, and professional manner.

3.15. Products, Services, and Facilities: To ensure compliance with Authority, State of North Dakota and Federal codes and regulations, Operator shall:

3.15.1. Provide products, services, and facilities on a reasonable, and not unjustly discriminatory, basis to all Airport users and charge reasonable and not unjustly discriminatory prices for each product, service, or facility.

3.15.2. Operator shall engage in its Activities in a safe, secure, efficient, courteous, prompt, and professional manner consistent with the degree of care and skill exercised by qualified and experienced operators providing comparable products,

services, and facilities, and engaging in similar Activities from similar premises at comparable airports in like markets.

3.15.3. Operator shall promptly respond to and attempt to resolve any customer complaints and/or disputes.

3.16. Taxes: Operator shall, at its sole cost and expense, pay all taxes, fees, and other charges that may be levied, assessed, or charged by any duly authorized Agency in relation to the Activity at the Airport.

3.17. Multiple Activities:

3.17.1. When more than one Activity is conducted by an Operator at the Airport, the minimum standards or requirements may be established by Authority.

3.17.2. The minimum standards or requirements for combined Activities shall not be:

3.17.2.1. Less than the highest standard or requirement for each element (e.g. land, hangar, office, shop, etc.) within the combined Activities; or

3.17.2.2. Greater than the cumulative standards or requirements for all of the combined Activities.

3.18. Leased Premises:

Operator shall lease or sublease sufficient Contiguous Land and/or lease, Sublease, or construct sufficient Improvements for the Activity as required in these Minimum Standards, or if not specifically state herein, then as established by Authority.

3.18.1. Lessees are required to meet the requirements specific to the applicable Activity; or as set by Authority, in addition to the general requirements set forth in the Minimum Standards.

3.18.2. Construction of any Improvements must be approved in advance by Authority, in accordance with the requirements of Authority and any Agency having jurisdiction.

3.18.3. Authority shall have the right at all reasonable times to inspect all areas under lease to, or occupied by Operator.

3.18.4. Authority has adopted a storm water pollutions prevention plan and a spill prevention and countermeasure plan. All Operators must comply with those plans.

3.18.5. No Operator shall knowingly allow that Operator's leased property to be used or occupied for any purpose prohibited by the Minimum Standards; terms of its lease, and rules and regulations established by Authority.

3.18.6. The provisions of this section shall be deemed to be incorporated into every lease and sublease and any violation of the provisions of this section or any of the Minimum Standards may result in termination of the lease or sublease.

3.18.7. No person doing business on the Airport shall keep uncovered trash containers on the sidewalk or road or in a public area of the Airport.

3.18.8. No person shall operate a vehicle for hauling trash, dirt or other material on the Airport unless it is built to prevent its contents from dropping, sifting, leaking or otherwise escaping.

3.18.9. No person shall spill, pour or otherwise discharge any pesticide, herbicide or any hazardous material on any Airport property without approval of Authority.

3.18.10. Contiguous Land

3.18.10.1. All required Improvements including, but not limited to, apron, tie-downs, facilities (e.g., terminal building, hangar, office, shop, etc.), and Vehicle Parking shall be located on contiguous land.

3.18.10.2. Lessees engaging in any Activity shall have adequate Leased Premises to accommodate all Activities of Lessee and all approved Sub lessees, as determined by Authority, but not less than the contiguous land area stipulated in these Minimum Standards, or as established by Authority.

3.19. Apron/Paved Tie-Downs: Aprons/ Paved Tie-downs, if required to be constructed by the Operator, must be:

3.19.1. Contiguous and separated by no more than a Taxi lane which allows Operator to taxi or two Aeronautical Device without crossing a Taxiway or public roadway.

3.19.2. Adequate size and weight bearing capacity to accommodate the movement, staging, and Parking of the largest Aeronautical Device currently utilizing and/or anticipated to utilize the Leased Premises.

3.19.3. Tie-downs must be able to accommodate the Operator's Aeronautical fleet. If Operator utilizes a Hangar for storing Operator's Aeronautical Device or fleet, Tie-downs are not required.

3.19.4. Aprons associated with Hangars shall be able to accommodate the movement of Aeronautical Devices into and out of the Hangar and the staging and parking of Aeronautical Devices without interfering with the movement of Aeronautical Devices in and out of the Hangar and the staging and parking of Aircraft.

3.19.5. Aprons, Paved Tie-downs, and Hangars must be located so as to provide unimpeded movement of Aircraft in and out of other facilities and/or operating to and from Taxi lanes or Taxi ways.

3.20. Hangars: Hangars identified throughout these Minimum Standards shall meet the minimum door height and door width (in "feet") requirements identified in design guidelines established by Authority.

3.21. Vehicle Parking and Motor Vehicles:

3.21.1. Vehicle Parking shall be sufficient to accommodate all Vehicles and Equipment currently utilizing or anticipated to utilize the Leased Premises on a daily basis.

3.21.2. Vehicle Parking shall be on the Leased Premises and located in close proximity to Operator's primary facility.

3.21.3. On-street Vehicle parking is not permitted.

3.21.4. Motor vehicles shall always yield right of way to aeronautical device.

3.21.5. No motor vehicle shall be operated on the Airport if it is as constructed, equipped or loaded as to endanger persons or property.

3.21.6. Each operator of a motor vehicle involved in any accident on the Airport that results in personal injury or property damage, shall make a full report to Authority or its agent as soon as possible after the accident.

3.21.7. No person shall operate any motor vehicle on the Airport in violation with any rules and regulations established by Authority.

3.21.8. No person shall operate a motor vehicle on the Airport in a negligent or reckless manner, or in excess of posted speed limits.

3.21.9. No person shall park or stand a motor vehicle at any place on the Airport in violation of any posted sign or in a manner as to block any fire gate or entrance, road or taxiway.

3.21.10. Upon notification from the Airport Manager, the operator of any vehicles or equipment improperly parked or stored at a hangar, taxiway, public parking lot or aeronautical device parking apron shall promptly move the vehicle or equipment as directed.

3.21.11. The Airport Manager or his/her agent may remove, at the owner's expense, any motor vehicle which is parked on the Airport in violation of the rules and regulations established by Authority. The vehicle shall be subject to a lien by Authority for the cost of removal.

3.22. Grounds. Miscellaneous:

3.22.1. Any aeronautical device or vehicle which has been parked in any unauthorized space may be removed or caused to be removed by the Airport Manager, at the owner's expense; and shall be subject to a lien by Authority for the cost of removal.

3.22.2. No person shall injure, deface or disturb in any way any building, sign, equipment, marker or other structure, trees, shrubs, flowers, lawn or seeded area on the airport, except as authorized by Authority.

3.22.3. No person shall conduct on or at the Airport, activities that are injurious, detrimental or damaging to the Airport property, or to businesses of the Airport, or to persons.

3.22.4. No person shall abandon any personal property at the Airport.

3.22.5. Any person causing, or liable for, any damage to Airport property, shall pay Authority on demand the full cost of repairs to the damaged property. Any person failing to comply with these rules may be refused the use of or ejected from the Airport.

3.22.6. No person shall carry any unauthorized explosives on the Airport. The possession of firearms on the Airport will be governed by Authority and the laws of the State of North Dakota.

3.22.7. Smoking is not permitted in any buildings or open areas at the Airport. Smoking will only be permitted in a specified area, as established by Authority.

3.22.8. All pets or animals on the Airport shall be restrained and under the care and custody of their owner. Owners are responsible and liable for any damages to property or person(s) caused by their pet.

3.22.9. Authority assumes no responsibility or liability for loss, injury or damage to persons or property on the Airport or using Airport facilities, including but not limited to fire, vandalism, wind, tornado, blizzard, flood, rain, hail, earthquake, or collision damage, nor does it assume any liability by reason of injury to person or property while using the facilities of same.

3.22.10. Any Operator, person or organization wishing to sponsor a special event on the Airport property shall obtain prior written approval from Authority; and comply with all requirements set by Authority, which may include, but are not limited to: damage bonds; additional insurance policies; sufficient authorized security and safety personnel; authorization waivers as issued by Federal Aviation Administration; traffic and parking control; clean up and debris removal. Authority reserves the right to establish and charge reasonable fees for the use of the Airport for special events.

3.22.11. If the Airport Manager believes the conditions at the Airport, or any portion thereof, are unfavorable for safe Activity or Airport operations, he/she may close the Airport, or portions thereof, using applicable Federal Aviation Administration procedures as appropriate.

3.22.12. No person shall take any aeronautical device from the airfield or hangars or operate such aeronautical device while under the influence of intoxicating liquor or dangerous drug.

3.22.13. All owners and Operators who desire to base their aeronautical device at the Airport shall register their device with the Airport Manager. Any change in ownership of the aeronautical device shall be reported to the Airport Manager as soon as possible.

3.22.14. No aeronautical device shall remain on any part of the landing or takeoff areas for purpose of repairs unless authorized by Authority.

3.22.15. No person shall, without the owner's permission, interfere or tamper with an aeronautical device on Airport premises.

3.22.16. No aeronautical device shall be operated on the surface of any public landing areas, public parking aprons, or taxi areas in a careless or negligent manner or in

disregard of the rights and safety of others, or at an unreasonable speed or in a manner which endangers persons or property.

3.22.17. No person shall start or taxi any aeronautical device in a place where the air or exhaust blast is likely to cause injuries to persons or property. If the aeronautical device cannot be taxied without violating this paragraph, the Operator must have it towed to the desirable destination.

3.22.18. All air traffic should avoid flight over populated or noise sensitive areas whenever possible, consistent with safety.

3.22.19. Crew quarters are strictly for on-duty use and shall not be used as a permanent residence.

3.23. Accident Procedures:

3.23.1. Persons involved in aeronautical device accidents occurring at the Airport shall make a full report thereof to Authority or its representative as soon as is possible after the accident. The report must include all pertinent information. For the purpose of this section, an accident shall include any event involving an aeronautical device and a motor vehicle, other aeronautical device, person, animal, or stationary object which results in property damage, personal injury or death.

3.23.2. Any person damaging property on the Airport by means of contact with an aeronautical device shall report the damages to Authority or its representative immediately and shall be fully responsible to Authority for the cost of repairs.

3.23.3. All pilots and aeronautical device owners shall be responsible for the prompt removal of any disabled aircraft or parts thereof, as directed by Authority, subject to any accident investigation requirements.

4. Specific Minimum Standards for Fixed Base Operations (FBO)

The FBO shall perform the aeronautical requirements as specified in the FBO definition contained in these Minimum Standards, and those requirements required of an Operator engaging in applicable Aeronautical Activities.

4.1. Space and Facility Requirements: The FBO shall consist of at least one contiguous parcel of land to accommodate the building(s). The FBO facilities shall include a building or buildings of at least 5,000 square feet of hangar space, of which a minimum of 750 square feet of office and lounge space in support of the FBO function if the building is constructed by others than the Airport Authority. The lounge area may include a passenger lounge/waiting area, public communication system such as pay telephones, pilots lounge, restrooms, flight planning room and/or service counter facilities, and trained personnel shall be available to handle all requests for fuel sales, and to arrange for storage of aeronautical devices, rental cars and other ground transportation arrangements.

4.2. Manager: FBO shall employ a qualified, experienced, and professional manager (“Manager”), in the determination of Authority, who shall be fully responsible for the day-to-day management and supervise and oversee Operator’s Activities. Manager shall be qualified and authorized to represent and act for and on behalf of the Operator during all hours of business and scheduled Activities with respect to the method, manner, and conduct of Operator and Operator’s actions. When such person is not on the Airport premises, such person shall be immediately available by telephone.

5. Minimum Standards Applicable to Specific Aeronautical Activities

All Activities and Operators conducting Activity are required to abide by the Minimum Standards, including those set forth in the General Requirements stated herein, as well as the requirements and minimum standards set out in each specific category.

5.1. Aircraft Fueling Services:

Other than the Airport Authority, only FBOs duly licensed by the Airport Authority may provide Aircraft Fueling Services.

Aircraft Fueling Services shall be provided in accordance with the highest standards for safety and security in the aircraft fueling industry and in accordance with the standards adopted by Authority as they may be implemented, supplemented, and amended from time to time.

The Fueling Standards described herein may be implemented, supplemented or amended by Authority from time to time, and in such manner and to such extent as deemed appropriate by Authority; provided, however, any such standards shall be uniformly applicable to all FBOs providing the same or similar fueling service at the Airport. Prior to any change in the Fueling Standards, FBOs that would be affected shall be given written notice of proposed changes, not less than ten (10), nor more than thirty (30) days after the date of such written notice, at which time any FBO receiving such notice may appear in person or by counsel, and state its objection, if any, to such proposed changes. Any lease, license, contract or agreement between Authority and a FBO, in the event Fueling Standards are adopted by Authority, shall be terminated or

cancelled at Authority's option in the event of failure by said FBO to comply with duly adopted changes to the Fueling Standards.

FBO shall comply with all applicable Laws, standards, and plans (e.g., pollution prevention) with respect to its Fueling Service and the handling and storage of fuel and petroleum products (Fueling Operations) and shall provide such insurance and indemnity obligations to Authority to cover any and all loss, cost, damage, expense and liability under such Laws, standards, or plans arising out of FBO's Fueling Operations, as Authority may require by the terms and conditions of issuance of a Fueling License and endorsements thereto.

The Fueling Standards are not intended to be all inclusive, and FBOs shall be subject to and comply with all applicable Laws. FBO fueling operations, including fuel farm, shall be subject to inspection, without notice by Authority and or State and Federal agencies to ensure compliance with all Laws, standards, and plans.

5.2. Sales, Repairs, and Services

This section pertains to an Operator engaged in the business of providing one or a combination of Federal Aviation Administration approved shop(s) for airframe and power plant overhaul and repair services including without limitation the sale of new or used aircraft, aircraft parts and accessories, or specialized aeronautical device repair services for the repair of radios, avionics, instruments, and accessories for general aviation aircraft.

5.2.1. Agreement and/or Lease: Operator shall have a lease or sublease and Agreement to conduct the Activity.

5.2.2. Certification: Operator will obtain and maintain the Licenses and Certificate(s) as required in the current Federal Aviation Regulations which are applicable to the operation or operations contemplated.

5.2.3. Facility Requirements: Operators shall have adequate land and improvements to accommodate all Activities, with the minimum facility requirements to include the following:

5.2.3.1. Shop area shall include adequate and dedicated space for employee work areas and storage for aeronautical device parts, accessories, related components, and equipment.

5.2.3.2. Hanger area shall be at least equal to the square footage required for the type of aeronautical device being serviced or large enough to accommodate the largest device undergoing maintenance, whichever is greater.

5.2.4. Equipment and Tools: Operator shall provide sufficient shop space, equipment, supplies and availability of parts; and shall have the requisite tools, towing equipment and the demonstrated capability to efficiently and safely move the aeronautic device and store them in compliance with local and Federal regulations.

5.2.5. Personnel / Employees: Operator shall have in its employ, and on duty during the normal business hours, licensed and trained personnel required to meet the Minimum Standards for this category of Activity and services. In the operator's absence, they shall maintain during all business hours, an Operator in Charge authorized to represent and act for and on behalf of the Operator, to supervise the operations in the Airport.

5.2.6. Hours of Activity: The Operator shall be open during normal business hours, five (5) days each week, and be on call for emergency services.

5.3. Flight Training

This section pertains to an Operator engaged in instructing pilots or student pilots in dual and solo flight training as pertains to any Activity.

5.3.1. Permit / Lease: Operator shall have a permit or lease agreement with Authority acknowledging the Operator has received a copy of the Minimum Standards and certifying the Operator is in compliance with same.

5.3.2. Certification: Flight instructors for any type of aviation device must hold and maintain a current FAA Certified Flight Instructor certificate or other certification or license required for the type of aviation device.

5.3.3. Equipment: Operator shall have available (owned or leased) a sufficient number of FAA certified aeronautical devices to adequately handle the number of students contemplated, which shall be equipped to provide the type of instruction contemplated.

5.3.4. Hours of Activity: Weather permitting, Operator shall be available for business by appointment.

5.4. Aircraft Rental and Lease

This section pertains to an Operator engaged in either rental or lease of aeronautical device(s) to the public.

5.4.1. Permit/Lease: Operator shall have a permit or lease agreement with Authority acknowledging the Operator has received a copy of the Minimum Standards and certifying the Operator is in compliance with them.

5.4.2. Equipment: Operator shall make available during the specified hours, at least one FAA certificated and currently airworthy aircraft.

5.4.3. Hours of Activity: Weather permitting; Operator shall be available for business by appointment.

5.5. Aircraft Storage

This section pertains to an Operator providing Aircraft Storage Services.

5.5.1. Agreement/Lease: Operator shall have a lease or sublease approved by Authority for a parcel of land adequate to meet the hangar requirements specified herein, including setbacks. Each hangar shall be in accordance with design and construction standards required and established by Authority for the facility.

5.5.2. Facilities: Hangars shall be required to fit into the Airport Layout Plan (ALP) and shall be approved by Airport Manager.

5.5.3. Manager and Contact: For all open bay hangar rentals, Operator shall employ a manager to assist and to ensure timely access to all aircraft. Operator shall provide a telephone contact number for the convenience of customers desiring to rent hangar space and shall provide access assistance to its tenants (in the event of a jammed door, open or shut) on not less than two hours' notice.

5.6. Air Taxi or Charter Service

Any service desiring to engage in air taxi or charter service shall, in addition to meeting all provisions of FAR Part 135, provide as a minimum the following:

5.6.1. Minimum Area: The Operator shall construct a building or lease all or a portion of a building to provide suitable facilities for office space, flight planning, customer lounge area, aircraft parking, and auto parking for customers and employees. Operator shall provide properly lighted and heated restrooms for customers and employees.

5.6.2. Personnel: The Operator shall provide a minimum of one (1) FAA certified commercial pilot appropriately rated to conduct air service offered and additional personnel as required to tend the business during hours of operation.

5.6.3. Aircraft: The Operator shall provide a minimum of one (1) aircraft equipped for flight under instrument conditions. Nonowned aircraft must have an exclusive lease in writing.

5.6.4. Hours of Operation: The Operator shall post and maintain hours of operation convenient to customers.

5.7. Air Cargo Operations and Handling

This section pertains to a non-signatory Operator using aeronautical devices and ground vehicles to enplane, deplane, load or unload air freight/cargo at the Airport.

5.7.1. Operating Permit: Operator shall register with Airport Manager and obtain the appropriate operating permit from Authority which will designate the location of its operation.

5.7.2. Driver's License: The ground cargo carrier shall be in possession of a valid driver's license, with all required appropriate endorsements.

5.8. Skydiving, Parachuting, Parasailing, Paragliding, Hang Gliding, Hot Air Ballooning, Motorized Parasail, Aerial Advertising, Aerial Photography, Ultra-light Aircraft Towing, and Glider Towing and Other Similar Activities

This section pertains to an Operator who engages in the transportation of persons for skydiving, parachuting, parasailing, paragliding, hand gliding, hot air ballooning, motorized parasail, aerial advertising, aerial photography, or any like activity, or any instruction, rental and sales of equipment pertaining to any of these Activities.

5.8.1. Restrictions: Authority has authority to approve or disapprove any of the Activities in this category and reserves the right to deny use of the airport to any person or Activity who it determines is endangering the public's safety, health or welfare, comprises the grant assurances binding Airport, or conflicts with any Law.

5.8.2. Permit/Lease: Operator shall have a permit or lease agreement acknowledging Operator has received a copy of the Minimum Standards and certifying the Operator is in compliance with them.

5.8.3. Equipment: Operator shall have available for each activity in this category, either owned or under written lease, at least one properly certificated and airworthy aeronautical device.

5.8.4. Certification/License: Operator shall meet or exceed the Basic Safety Requirements (BSR) of the Federal and State Agency specific to the Activity, including but not limited to, as appropriate, BSR of the United States Parachute Association (USPA), FAR 105, and related FAA Advisory Circulars. The jump plane pilot and/or pilot of the Activity must hold a FAA pilot certificate and be appropriately rated for the aeronautical device being operated.

5.8.5. Confinement of Activities: Operator shall confine its activities to a designated location on the Airport.

5.8.6. Drop Zone: The drop zone shall be approved by manager if on field.

5.9. Aerial Application

This section pertains to an Operator engaged in the business of providing aerial application of fertilizer, insecticide, pesticide and other products applied by aerial application methods, for hire, as defined in Federal Aviation Regulation 137 and North Dakota Century Code 06-02-02, and any other applicable Law.

5.9.1. Permit/Lease: Operator shall have a permit, lease agreement or operation agreement with Authority acknowledging the Operator has received a copy of the Minimum Standards and certifying the Operator is in compliance with them.

5.9.2. Certificates/License: Operator shall obtain and maintain the certificates and licenses as required by Law which are applicable to the operation(s) contemplated. **5.9.3.**

Facility: The Aerial Applicator area shall consist of one parcel of at least 5,000 square feet. If the Operator constructs facilities on the leasehold, such facility shall include a building with at least 500 square feet that includes office space. The layout and design of the Aerial Applicator facility is subject to Authority approval.

5.9.4. Chemical Storage and Containment of Hazardous Product: Operator shall have on the leasehold a permanent chemical storage containment area that includes secondary containment for all chemicals stored on the leasehold area. Containment shall be of concrete or other approved impervious barrier and shall hold no less than 110% of capacity of the storage tanks. The Storage area shall meet applicable Law including without limitation the North Dakota Pesticide Act and the Uniform Fire Code.

5.9.5. Service and Communication: Operator shall provide no less than one aircraft, leased or owned, with the Operator being capable of providing service in accordance with FAR part 137 and North Dakota Century Code Chapter 6-02-02. The aircraft shall have one radio capable of two way communication with air traffic.

5.9.6. Personnel: Operator shall have in its employ, and on duty during its business hours, licensed and trained personnel required to meet the minimum standards set forth in this category of service.

5.9.7. Hours of Activity: Operator shall be available during normal business hours, by appointment.

5.9.8. Transient Applicants: The Transient Applicant shall have a permit, lease agreement or operation agreement with Authority acknowledging the Transient Applicant has received a copy of the Minimum Standard and certifying the Transient Applicant is in compliance with them. In the event of non-compliance with the Minimum Standards and requirements set out for Aerial Applicants, any lease or agreement may be terminated and the Transient Applicant may be ejected from the Airport.

5.10. Flying Clubs

Authority encourages flying clubs as a means to foster and promote flying for pleasure, develop skills in aeronautics, including pilotage, navigation and an awareness and appreciation of aviation requirements and techniques. Approval from Authority must be obtained; and all flying clubs are subject to, but not limited to the following:

5.10.1. The flying club shall be a non-profit entity organized for the purpose of providing its members with an aeronautical device for their personal use and enjoyment only. The ownership of the devices must be vested in the name of the flying club. The property rights of the members of the club shall be equal and no part of the net earnings of the club will inure to the benefit of any member in any form (salaries, bonuses, etc). The club may not derive greater revenue from the use of its aeronautical device that the amount necessary for the operation, maintenance and replacement of the aeronautical device.

5.10.2. Flying clubs may not offer or conduct charter, air taxi or rental of aircraft operations. They may not conduct aircraft flight instruction except for their own members.

5.10.3. Flying clubs are prohibited from providing Aeronautical Activities.

5.10.4. Only members of the flying club may operate the aeronautical device. No flying club shall permit its aircraft to be utilized for giving flight instruction to any person, including members of the club owning the aeronautical device if such person pays or becomes obligated to pay for such instructions, except when instruction is given by an Operator or permitted based on the Airport who provides light training, and as approved by Authority.

5.10.5. All flying clubs and their members are prohibited from leasing or selling any goods or services to any person or firm other than a member of such club at the Airport, except that said flying club may sell or exchange its capital equipment.

5.10.6. With its initial application, the flying club shall furnish Authority with a copy of its charter, certificate of organization / incorporation, and by-laws, articles,

partnership agreement, operation agreement, or other documentation supporting its existence. The books and records of the club shall be available for review at any reasonable time by Authority or its authorized agent.

5.10.7. With its initial application, the flying club shall furnish evidence of insurance required by these Minimum Standards; number and type of aeronautical device; evidence that the aeronautical device is properly certified; evidence that ownership is vested in the flying club; and that operating rules of the flying club.

5.10.8. A flying club must abide by, and comply with the applicable Minimum Standards, all rules and regulations established by Authority, and all applicable Laws.

5.10.9. A flying club which violates any of the foregoing, or permits one or more members to do so, may be required to terminate its operations on the Airport property.

6. Implementation

Implementation of Minimum Standards for the Conduct of Activities at the Airport shall commence:

6.1. For New Businesses

Immediately upon passage by Authority for any new FSO/Operator seeking to lease property for new facilities to conduct an aeronautical activity at the Airport.

The pertinent Minimum Standards for such Operator shall be based upon the nature of its initial business venture. If, at a later date, the business is expanded to encompass new additional types of services, then, in such event, the Minimum Standards established for these additional services shall immediately apply.

6.2. For Existing Businesses – Grandfather Clause

These Minimum Standards shall not apply so as to affect Operators at the Airport which have a current, valid lease and/or use agreement with Authority on the effective date of the adoption hereof. However, after lease and/or use agreement with Authority expires, or is terminated, or if the Operator wishes to modify, delete, or increase, or expand its services, full compliance shall be made with the appropriate provision of the Minimum Standards.

In the event a current Operator which has a valid lease and/or use agreement with Authority does not have the minimum types or amounts of insurance coverage required

by Authority for the categories of service offered by the Operator, then Authority shall determine whether additional insurance coverage must be obtained by Operator.

6.3. Non-compliance

Operators engaging in Aeronautical Activities at the Airport or use of the Airport in any manner shall fully comply with or exceed the requirements set out specifically for them (“Specific Minimum Standards”), as well as all requirements set forth in the Minimum Standards. Authority shall have the right to eject or remove from the Airport premises any vehicle, aeronautical device, Operator, or any person guilty of violation of any provision of the Minimum Standards.

7. Definitions

The following terms shall have the meaning set forth below:

7.1. Aircraft/Aeronautical Device: Any device that is used or intended to be used for flight in the air and for use in conducting any aeronautical activity.

7.2. Aircraft Fueling Services: Sale of aviation petroleum products to the public using personnel employed by the business providing the service.

7.3. Aircraft Storage Services: The rental of hangar storage facilities to the general public which does not require the Operator to furnish any service which might in any way place the care, custody, and control of the aeronautical device in the Operator.

7.4. Aeronautical Activities (“Activity”): Any activity conducted on Airport property which involves, makes possible, contributes to or is required for the operation of aeronautical devices or which contributes to, or is required for, the safety of such operations. Activities within this definition commonly conducted on airports include without limitation: (7.4.1.) aircraft sales; (7.4.2.) airframe and power plant repair facilities; (7.4.3.) aircraft rentals; (7.4.4.) flight training; (7.4.5.) Aircraft Fueling Services; (7.4.6.) Aircraft Storage Services; (7.4.7.) specialized aircraft repair services, including without limitation radios, propellers, instruments, and accessories; (7.4.8.) aircraft charter and air taxi; (7.4.9.) specialized commercial flying services; (7.4.10.) warehouse type facilities using air transportation and located on the Airport; (7.4.11.) airport shuttle (ground transportation); (7.4.12.) and other aviation-related activities.

7.5. Airport: Watford City Municipal Airport, Watford city, North Dakota.

7.6. Authority: Watford City Airport Authority.

7.7. City: The City of Watford city, North Dakota and its duly authorized representatives.

7.8. Operator: Any Person engaging in any Aeronautical Activity or other 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 aircraft operations.

7.9. Fixed Base Operators (“FBO”): An Operator providing Aircraft Fueling Services and Aircraft Storage Services. An FBO may or may not conduct other Aeronautical Activities.

7.10. Federal Grant Assurance: A Federal grant assurance is a provision within a Federal grant agreement to which the recipient of Federal airport development assistance has agreed to

comply in consideration of the assistance provided. Grant assurances are required by statute, 49 U.S.C. 47101.

7.11. Law: Each applicable constitution, ordinance, statute, rule, common law, regulation, order, decree, judgment, permit, authorization, statute, treaty or other legally enforceable directive or requirement of any governmental authority.

7.12. Person: Any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, enterprise, unincorporated organization, or governmental entity.

7.13. Transient Ramp: Non-exclusive aircraft parking areas provided by the Authority through Authority, City, and Federal funding for the operation and parking of aeronautical devices using the Airport. The Authority may designate areas of the Transient Ramp for preferential use consistent with an Operator's aeronautical use of the Airport.

7.14. Signatory Carrier: A passenger or cargo carrier operating under FAR Part 121, which has entered into a lease commitment with the Authority to utilize and support the Authority terminal facilities and provides regularly scheduled services to the City.

7.15. Non-Signatory Carrier: Any other carrier, including FAR Part 121 carriers not committed to service to the City as described above or using the Airport on a random basis, such as a charter operator.

Appendix 1-Minimum Insurance Requirements

Worker’s Compensation	In compliance with laws of North Dakota
Owners, Landlords & Tenants Liability (“Owners”)	\$1,000,000 per occurrence
Business Automobile Liability (“Auto”)	\$1,000,000 per occurrence (owned, non-owned, and hired)
Aircraft Liability (“Aircraft”)	\$1,000,000 per occurrence
Hangerkeepers	\$50,000 per 1,000 square feet of hangar space
Environmental ¹ (3 rd party liability & site cleanup)	\$50,000 per occurrence
Comprehensive General Liability including products completed operations coverage (“General Liability”)	\$1,000,000 per occurrence

FBO	Worker’s Compensation; Owners; Auto; Aircraft; Hangerkeepers; Environmental; General Liability
Aircraft Fueling Services	Same as FBO
Sales, Repairs, and Services	Worker’s Compensation; Owners; Auto; Aircraft; Hangerkeepers; General Liability
Flight Training	Worker’s Compensation; Owners; Auto; Aircraft

¹ Commercial insurance coverage is required and reimbursement to registered tank owners provided as part of North Dakota Insurance Department Petroleum Tank Reserve Compensation Fund, or similar fund does not meet this requirement.

Aircraft Rental and Lease	Worker's Compensation; Owners; Auto; Aircraft
Aircraft Storage	Worker's Compensation; Owners; Auto; Hangerkeepers
Air Cargo Operations and Handling	Worker's Compensation; Owners; Auto; Aircraft
Air Taxi or Charter Service	Worker's Compensation; Owners; Auto; Aircraft
Skydiving, Parachuting, Parasailing, Paragliding, Hang Gliding, Hot Air Ballooning, Motorized Parasail, Aerial Advertising, Aerial Photography, Ultra-light Aircraft Towing, and Glider Towing and Other Similar Activities.	Worker's Compensation; Owners; Auto; Aircraft
Aerial Application	Worker's Compensation; Owners; Auto; Aircraft; Environmental
Flying Clubs	Aircraft

Appendix 2-Standards for the Storage, Handling and Dispensing of Fuel

1. Purpose: The following standards outline the proper operating procedures for fuel dispensing, maintenance of fuel servicing equipment, fuel storage and the general handling of fuel.

2. Facility Construction and Maintenance: Fuel storage facilities are presently owned by Authority. In the event a Fuel Services Licensee (“Licensee”) desires to construct a fuel storage facility, it shall submit construction plans to Authority for approval. Any new facility shall be above ground, located in the Airport fuel farm location.

Licensee shall maintain any and all FBO-owned or leased fuel storage facilities and equipment in compliance with all applicable Laws, as well as clean, neat, orderly and fully functional condition consistent with good business practice and equal to or better than in appearance and character, other similar improvements on the airport.

Storage facilities shall be constructed and maintained in compliance with all applicable Laws, standards, and plans including without limitation the Storm Water Pollution Prevention Plan as well as the Spill Prevention Contingency and Control Plan (or similar plans of equal or higher standards approved by Authority and the North Dakota Department of Health).

3. Fueling Equipment: All fuel trucks (vehicles), including fuel delivery systems, shall be in compliance with all applicable Laws and shall be subject to inspection by Authority. Specifically, without limitation, Licensee shall comply with State of North Dakota Fire Code and locate fire district and applicable FAA Advisory Circulars (AC) including AC 00-34 “Aircraft Ground Handling and Servicing” and AC 150/5210-5 “Painting, Marking and Lighting of Vehicles Used on an Airport”.

Licensee shall immediately repair or replace defective or malfunctioning equipment, including but not limited to, hoses, pumps, meters, nozzles, and any other equipment related to the fueling system.

4. Personnel: Adequately trained line service and aircraft fueling personnel will be on duty on the site during normal business hours and available on call any other time. Line service personnel shall participate in fire safety training. Additional reasonable airport emergency training deemed appropriate by the Airport may be requested from time to time.

5. Purchase of Fuel From Authority: In the event Licensee will purchase fuel from Authority, the parties shall enter into a Fuel Purchase Agreement.

6. Fuel Quality: Licensee shall provide consumers with fuel that is clean, bright, pure, and free of microscopic organisms, water, and other contaminants.

7. Fuel Reports and Records: FBO shall maintain current fuel reports on file, including total gallons of fuel delivered by type and make, and make such reports available to Authority.