

ELKO REGIONAL AIRPORT

MINIMUM STANDARD REQUIREMENTS FOR AIRPORT AERONAUTICAL SERVICES

Approved 10/12/99 by the City of Elko Board of Supervisors

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**MINIMUM STANDARDS FOR FIXED BASE OPERATORS
AND AVIATION TENANTS AT THE ELKO REGIONAL AIRPORT,
ELKO, NEVADA**

PREFACE

The Elko Regional Airport is located on land within the City of Elko, Nevada. The Airport is owned and operated by the City of Elko, a political subdivision of the State of Nevada.

The following minimum standards and requirements for commercial aeronautical and non-aeronautical activities, aviation fuel dispensing activities, and flying club activities have been established in the public interest to ensure the safe and efficient operation of the Airport; to enhance its orderly growth; to preclude the granting of an exclusive right to conduct an aeronautical activity in violation of Section 308(a) of the Federal Aviation Act of 1958; to conform to Title VI of the Civil Rights Act of 1964 and Part 21 of the Department of Transportation Regulations; and to assure the availability of Airport property on fair and reasonable terms, without unjust discrimination, to all individuals or entities desiring to lease Airport property or operate a commercial enterprise on the Airport.

While recognizing their independent character, the Elko Regional Airport and the City of Elko expect all commercial and non-commercial activities using the airport to conduct their operations in fair and competitive manner and to avoid practices that may bring discredit upon either the Airport or the City of Elko.

DEFINITIONS

For the purpose of this document, the following definitions apply:

Aeronautical Activity - means any activity conducted at airports which involves, makes possible or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations. These activities include, but are not limited to, air taxi and charter operations, pilot training, aircraft renting, sightseeing, aerial photography, crop dusting, aerial advertising, aerial surveying, air carrier operations, skydiving, ultralight operations, aircraft sales and services, sale of aviation petroleum products, repair and maintenance of aircraft, or sale of aircraft parts and aircraft storage.

Aeronautical Service means any service which involves, makes possible or is required for the operation of aircraft, or which contributes to or is required for the safety of aircraft operations

commonly conducted on the airport by a person who has a lease from the airport owner to provide such service.

Air Traffic Control Tower means the facility that is responsible for the management of air traffic both on and around the airport.

Airport means the Elko Regional Airport, and all of the property, buildings, facilities and improvements within the exterior boundaries of such airport as it now exists on the Airport Layout Plan or Exhibit A or as it may hereinafter be extended, enlarged or modified.

City Board of Supervisors means the board of elected officials that govern the City of Elko including the Elko Regional Airport.

FAA means the Federal Aviation Administration.

FAR means Federal Aviation Regulation.

FBO means any aviation business or Fixed Base Operator duly licensed and authorized by written agreement with the airport owner to provide aeronautical activities at the airport under strict compliance with such agreement and pursuant to these regulations and standards.

Flying Club means a non-commercial organization established to promote flying, develop skills in aeronautics, including pilotage, navigation, and awareness and appreciation of aviation requirements and techniques.

Fuel: As defined in an operator's lease agreement.

Fueling Operations means the dispensing of aviation fuel into aircraft.

Fuel Vendor means an entity engaged in selling or dispensing aviation fuel to aircraft other than that owned or leased by the entity.

Landside means all buildings and surfaces on the airport used by surface vehicular and pedestrian traffic.

Large Aircraft is an aircraft of more than 12,500 pounds maximum certified takeoff weight.

Lease (pertaining to the lease of aircraft by an aeronautical activity) means a long-term written agreement established on a minimum basis of six (6) months wherein the lessee shall have full control over the scheduling and use of aircraft and the aircraft is insured as required by these Minimum Standards for the use of the aircraft by Lessee. (Also referred to as aircraft lease-back.)

Director means the Airport Manager or his/her designee.

Minimum Standards means the standards which are established by the airport owner as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the airport.

NFPA means the National Fire Protection Association.

NOTAM means a Notice to Airmen published by the FAA.

Owner - means the Elko Regional Airport, airport sponsor, or group providing anyone or a combination of aeronautical services to or for aviation users at the Airport.

Person means an individual, corporation, government or governmental subdivision, partnership, association, or any other legal entity.

Ramp Privilege means the driving of a vehicle upon an aircraft parking ramp on the airside of the airport to deliver persons, cargo or equipment to an aircraft as a matter of convenience or necessity. See Airport Rules and Regulations for requirements and procedure.

Self-fueling operator means a person who dispenses aviation fuel to aircraft owned by such person, or leased from others and operated by such person. See Airport Rules and Regulations for requirements and procedure.

Small Aircraft is an aircraft of 12,500 pounds or less maximum certified take-off weight.

UNICOM means a non-governmental communication facility which provides airport advisory information.

GENERAL STANDARDS FOR AERONAUTICAL ACTIVITY

The following standards must be applied to all proposed aviation related activity conducted on or from the Elko Regional Airport for the purpose of making a profit or receiving a commercial gain. Additional standards will apply to each type of aviation activity proposed. These specific standards can be found, by category, in the sections following the General Standards for Aeronautical Activity. Should an activity be proposed that is not covered by the current categories then the Airport Director shall create a new category with standards to address the uniqueness of the new activity. New standards or categories shall be approved by the City Board of Supervisors.

1. All operators desiring to conduct any aviation activities for profit or commercial gain on or from the Airport must enter into either a lease agreement or commercial operator license agreement with the Airport and pay any appropriate fees.
2. All operators shall protect the general public, the customers or clients, and the City from all lawful damages, claims, or liability. All operators must carry comprehensive general liability insurance coverage with a company authorized to do business in the State of Nevada and with limits set in these standards. Coverage must be evidenced by a certificate of insurance filed with and approved by the director, and the insurance policy or policies must specifically name the "City, its officers, agents, and employees" as additional insured. The Board may revise the insurance requirements, and make necessary changes.
3. Any entity proposing to become an operator, or expand operations into another category, must submit in writing to the director the following information:
 - a. A brief description of the services to be offered;
 - b. The amount of land or building space desired to be leased from the Airport, or the amount of land, location and term of a sub-lease, and number and location of automobile parking and tie down spaces;
 - c. Approximate number of aircraft that will be used in the proposed commercial operation;
 - d. Approximate number of employees;
 - e. The amount and types of insurance coverage to be maintained.
4. Any entity meeting these minimum standards for any of the operator categories is eligible to become an operator at the Airport subject to the execution of a written lease or a commercial operator license agreement. Eligibility will be determined on a strictly non-discriminatory basis and based on the application of these standards. An operator or aviation tenant will not be permitted to engage in any

business or activity on the Airport other than that authorized by lease or agreement. Any operator desiring to extend its operation into a different category shall first apply in writing to the director for permission to do so. The director must then grant or deny the request based on the application of these standards.

5. All construction required of operators, aviation tenants, or other tenants on the Airport must meet the design, construction, and setback standards required or established by the City of Elko Code and any other entity or agency having jurisdiction over the Airport for the facility or activity involved.

6. The rates and charges for operator leases and commercial operator agreements are determined by the City Board of Supervisors set in the Airport rates and charges resolution. If a particular charge is not addressed in this resolution, the fee will be agreed on by the prospective tenant and the director and approved by the City Board of Supervisors. All rates, charges, terms, and conditions applied to operators must be equally and fairly applied to all similar operators. The City Board of Supervisors has the option to increase rates and charges or revise terms and conditions, provided that increases and revisions are noticed and applied equally and fairly to all subsequent operators. Individual operators are responsible for setting the rates that are charged to the users of their services. These rates must be non-discriminatory.

7. All operators and other tenants on the Airport must pay for all utilities, including gas, electric, telephone, water, sewer and garbage collection charges, and charges for all other utilities used in connection with the operator's leased premises.

8. All contracts, leases, or other agreements between operators and the City are subordinate to the provisions of any existing or future agreements between the City of Elko, the State of Nevada, or the government of the United States.

9. If, after receiving written permission from the Airport Director, an operator sublets or assigns any portion of its lease, the sub lessee or assignee must agree to assume the full obligations of the lease and must agree to fully cooperate with the City of Elko in complying with these minimum standards. The operator shall remain responsible to the City of Elko for subleasee's compliance.

10. All tenants have the right to use common areas and facilities of the Airport, including runways, common taxiways, common aprons, common roadways, common floodlights, landing lights, common signals, and other public conveniences for the approved operation of their respective activities. All construction required of and performed by the tenant, unless specifically excluded in the lease agreement, will be paid for solely by the tenant with no reimbursement from the City of Elko. Any roadway or taxiway constructed by tenant or City on land not included in tenant's leasehold automatically becomes a common area. Ramps, roads, and taxiways constructed on tenant's leasehold will remain in control of the tenant, with reasonable access granted to the City of Elko and other governmental agencies for maintenance and other requirements.

11. Leases are limited to a maximum of fifty years, including options, by N.R.S. 495.040.

12. After adoption of these minimum standards, all leases, options, agreements, and other contracts, or any amendments to existing leases, must conform to these minimum standards.

13. Operators are responsible for removing all garbage, debris, and other waste material (solid or liquid) arising out of operator's occupancy of the premises or its operations. The operators must maintain their leased premises, including all landscaping and painted surfaces, in a neat and orderly manner. Any garbage, debris, or waste which may be temporarily stored in the open must be kept in suitable garbage or waste receptacles equipped with tight fitting covers. Operators, employees, sub-tenants, or customers must not keep unlicensed or inoperable vehicles on any portion of the Airport. Operable but unlicensed vehicles that are necessary as a part of the operator's aviation related commercial enterprise (such as fuel trucks, golf carts, water tenders, tugs, etc.) will be permitted to remain on the Airport.

14. The director reserves the right to enter any premises leased to operators or tenants at reasonable times for the purpose of making any inspections necessary to the proper enforcement of these standards and for the proper enforcement of any covenant or condition of any operator or Tenant's contract or lease agreement. In the event of noncompliance, a written notice describing the condition will be issued by the director. If corrective actions are not taken by the operator within ten (10) days after the written notice, the director has the right to enter upon the leased premises to perform the necessary corrective action, at operator's sole expense. In the event that the City of Elko performs corrective actions on the operator's behalf, operator shall within fifteen (15) days of notice of the amount reimburse the City of Elko for the work plus ten (10) percent for administration.

15. All leases, subleases, licenses, permits, or other contracts for property on the Airport, or for Airport operations or use, must comply with the following terms and conditions, which may be modified by director from time to time:

- A. The operator has the right to conduct aeronautical activities provided for in its agreement and to provide those services to the public provided the operator agrees:
 - a. To furnish services on a fair, equal and not unjustly discriminatory basis to all users and
 - b. To charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided that the operator may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- B. The operator for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration, does covenant and agree that:

- a. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the facilities,
 - b. that in the construction of any improvements on, over, or under land and the furnishing of services, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination,
 - c. that the operator shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as the Regulations may be amended.
- C. The operator assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The operator assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The operator assures that it will require that its covered sub organizations provide assurances to the operator that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
- D. That, in the event of breach of any of the preceding nondiscrimination covenants, the director shall have the right to terminate the license, lease, permit, or other contract with operator, and to reenter and repossess the land and the facilities, and to hold the same as if this lease or other contract had never been made or issued.
- E. During the time of war or national emergency, the City of Elko shall have the right to lease the landing area or any part to the United States Government for military use, and, if such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.
- F. No right or privilege has been granted which would prevent any person, firm, or business entity operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.

- G. It is understood and agreed that nothing contained in these standards shall be construed to grant or authorize the granting of an exclusive right forbidden by Section 308(a) of the Federal Aviation Act of 1958 or for aeronautical activities such as, but not limited to:
1. Charter operations;
 2. Pilot training;
 3. Aircraft rental;
 4. Aerial photography;
 5. Crop dusting;
 6. Sale of aviation petroleum products;
 7. Air carrier operations;
 8. Aircraft sales, and service incidental thereto;
 9. Any other activity which, because of its direct relationship to the operation of aircraft, can be regarded as an aeronautical activity.
- H. The City of Elko reserves the right, but not the obligation, in a reasonable and nondiscriminatory manner, to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or views of operator or tenant and without interference or hindrance.
- I. The City of Elko shall have the right, but not the obligation, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Airport operations in this regard.
- J. All hangars, buildings, properties, vehicles or land leased or operated by operator on the Airport shall be maintained in a clean, attractive, weed-free, well-painted, junk-free condition. Operator must not store, or permit to be stored, any equipment, containers, or materials outside on leased or unleased premises without written permission from the director. If the operator has an area where it normally keeps damaged aircraft, aircraft parts, construction fixtures, jigs, barrels, containers, aviation service vehicles, or other unattractive items, the operator must enclose the area with a screen that will hide the area from public view.
- K. The City of Elko reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions together with the right to prevent the erection of any building or other structure on or adjacent to the Airport which would limit the usefulness of the Airport or constitute a hazard to aircraft.
- L. Any agreement made under these minimum standards shall be subordinate to the provisions of any existing or future agreement between the City of Elko and the government of the United States, relative to the operation or maintenance of the Airport.

- M. Any agreement made under these minimum standards shall be in compliance with the Elko Regional Airport Rules and Regulations, and the Airport Rates and Charges Resolution. Further, all parties will agree to comply with any and all laws and regulations, including those of the FAA, and will not permit the premises covered by the agreement to be used for any unlawful or improper purpose.
- N. The City Board of Supervisors may provide for use charges to be paid by those using, occupying, or conducting operations at the Airport. These charges may be based upon square footage, receipts, or upon another reasonable basis, to be established by the Airport Rates and Charges Resolution. Operator agrees to pay to the City of Elko all charges as they become due and owing under any of the standards or regulations in effect now or in the future. Any use charges enacted will be nondiscriminatory.
- O. The City Board of Supervisors may, on account of the breach of any of these provisions, including the standards and regulations incorporated by reference, terminate this agreement and eject the party in violation in accordance with the provisions of this lease. Details concerning insolvency, notice, and other matters concerning operator's default will be made a part of a particular lease or agreement.
- P. Operator shall indemnify, defend, save, protect, and hold harmless the City of Elko, its officers, agents and employees from any and all claims, costs, liability, including reasonable attorneys' fees, for any damage, injury, or death, including without limitation all consequential damages from any cause whatsoever, to persons or property arising directly or indirectly from or connected with Operator's performance of its operations, the acts, errors or omissions of Operator, its agents, contractors, guests, or employees, or the use and possession of the premises, by Operator, its agents, contractors, guests, or employees, or the use and possession of the premises, by Operator or any sub-tenant, their agents, contractors, guests, or employees, save and except claims or litigation arising throughout (and only to the extent of) the sole negligence or sole willful misconduct of the City of Elko, its officers or employees, and if required by the City of Elko, will defend any such actions at the sole cost and expense of the Operator.
- Q. Any agreement may not be assigned, in whole or in part, nor may the premises described therein be subleased, in whole or in part, without the prior written consent of the Board which will not be unreasonably withheld.

16. All operators will comply with all provisions in these Minimum Standards for Aeronautical Activity. In the event of noncompliance, the director will issue a written notice describing the condition. If corrective actions are not taken by the operator within ten 10 days after the written notice, the director has the right to enter upon the leased premises to perform the necessary corrective action, at operator's sole

expense. In the event that the City of Elko performs corrective actions on the operator's behalf, operator shall within 15 days of notice of the amount reimburse the City of Elko for the work plus 10 percent for administration.

17. Variances to these minimum standards are discouraged and are permitted only when approved as specified by the City Board of Supervisors. In the event an operator desires a variance, application for the variance must be provided to the director in writing, and the application shall include all relevant information. The director will decide all minor variance applications, as defined by the Airport Rules and Regulations, within 30 days. Major variances will be forwarded to the City Board of Supervisors for approval. Variances will be granted on a fair and non-discriminatory basis. Should the director deny a variance application, the operator may appeal the variance decision to the board. A variance will not be granted that violates the Department of Transportation Order 5190.6A which requires, among other things fair and equitable treatment of all operators.

CATEGORY A. GENERAL FIXED BASE OPERATORS

Which includes, but is not limited to, the following:

Aircraft (including powered aircraft and sailplane) or ultralight sales
 Aircraft (including powered aircraft and sailplane) or ultralight rental
 Flight training (including powered and unpowered aircraft)
 Airframe or powerplant repair
 Air taxi (charter) service
 Radio, instrument, or propeller repair service
 Banner towing and aerial advertising
 Aerial photography or survey
 Fire fighting or fire patrol (non - government)
 Power line or pipe line patrol
 Aircraft or aircraft trailer hangaring, storage, construction, refurbishment, or tie down
 Aircraft salvage
 Or any other aviation oriented commercial enterprise that does not include the sale of aviation petroleum products.

Any operator desiring to engage in business as a general fixed base operator shall be subject to the following minimum requirements:

1. **LAND AND PARKING.** Category A operators must lease or sub-lease adequate space to provide for building, storage, repair, or display of aircraft, auto parking, and apron area. The exact space requirements for each proposal will be determined by the prospective tenant and the director, in compliance with the Airport Rules and Regulations.
2. **BUILDINGS.** Category A operators will be required to lease or construct adequate hangar and office space. The exact space requirements for each proposal will be determined by the prospective tenant and the director.
3. **DEALERSHIPS.** Each Category A operator who is a dealer of new or used aircraft must hold a dealership license or permit, as required by State of Nevada.
4. **INSURANCE COVERAGE.** All Category A operators must have the following minimum insurance coverage's, as applicable and provide proof of insurance as required under the General Standards for Aeronautical Activity to the director.
 - A. General Liability Insurance
 Premises and Operation (including mobile equipment not considered 'automobile')

\$1,000,000 per occurrence/ \$1,000,000 general aggregate

B. Automobile Liability

\$500,000

C. Aircraft Liability

\$100,000 per passenger; \$1,000,000 per occurrence

D. Hangarkeepers Liability

\$100,000 each accident or maximum total value of highest value of aircraft in care, custody, and control

These coverage's include, but are not limited to, all aircraft and ultralights used in commercial capacities by the Category A operators, but owned by others. Products Liability insurance coverage may be required if operator provides aircraft products for sale. Amounts required under the basic insurance coverage will be reviewed annually and may be increased periodically by the board. If greater amounts are included in specific leases, the amount stated in the lease prevails.

CATEGORY B. FULL SERVICE FIXED BASE OPERATOR

A full service fixed base operator is an operator who provides, as a minimum, services including aircraft repair and maintenance, airframe and powerplant repair, flight instruction, air taxi or charter services, as well as commercial fuel sales. Operators desiring to commercially dispense aviation fuels and oil must be classified as a full service fixed base operator, and meet the standards in this category.

1. **LAND.** Category B operators must lease directly from the City a minimum of land sufficient to provide for buildings, apron area, auto parking, and an aircraft parking area equipped with at least 6 tie down spaces or have access to City of Elko provided parking areas. Parking requirements will be subject to the City of Elko Code.

2. **BUILDINGS.** Category B operators must construct a building with a minimum of 2,500 square feet of properly lighted, air conditioned and heated floor space for office, public lounge, rest rooms and public use telephone, and at least 10,000 square feet of hangar space.

3. **PERSONNEL.** Category B operators shall employ or contract for at least one properly trained person to be on duty during all operating hours. Category B operators must maintain an ongoing training program for the proper handling of fuel. This includes, but is not limited to, training for:

- (a) proper testing of fuel for contamination,
- (b) proper grounding procedures,
- (c) proper handling of different types of nozzles,
- (d) safety and emergency procedures,
- (e) fire response,
- (f) proper vehicle and radio operations (if fueling is to be done from a truck) and,
- (g) emergency fuel spill procedures. The operator is required to have an approved fueling operations manual and an emergency fuel spill plan.

4. **AIRCRAFT SERVICE EQUIPMENT.** Category B operators must have in their possession aircraft starting equipment, towing equipment for the type of aircraft expected to be serviced, and necessary maintenance equipment for airframe and powerplant repairs.

5. **SERVICES.** Category B operators must provide transient and permanent tie down spaces or have access to City of Elko provided parking facilities for aircraft, aircraft repair and maintenance, airframe and powerplant repair, flight instruction, charter services, and commercial fuel sales.

6. **FUEL.** Fuel sold must meet the designated FAA specifications for the type of fuel being provided and shall be supplied only to those aircraft that have been certified under the appropriate type certificate to use that fuel.

7. **FUEL FACILITIES.** Fuel dispensing equipment must be equipped with a certified meter and filter, and separate dispensing pumps, tanks, and meters for each type of fuel are required. Fuel storage tanks with a capacity of at least 10,000 gallons each for Jet A and 100LL must be maintained by the operator. Tanks for MOGAS shall hold at least 1,000 gallons.

- A. Fuel storage tanks must be an above-ground type approved by the director.
- B. All construction, installation, or modifications of fuel tanks must conform with any requirements of the County and shall be undertaken in accordance with Federal, State, and local codes, ordinances and regulations. A Category B operator shall, at its sole cost and expense, obtain all necessary building permits, and all labor and material bonds.
- C. A Category B operator shall, at its sole cost and expense, maintain their leased portion of the Airport fuel farm, and all of their improvements. Operator must notify director of any damages caused by its employees, patrons, or its operation. Any such damage must be repaired by the operator in a manner approved by the director.
- D. If it becomes necessary to make physical modifications to the leased portion of the fuel farm, operator shall promptly make the changes and installations at its sole expense, subject to the approval of the director, or any other governmental agency having jurisdiction. Upon written notice by the director to operator, operator shall be required to perform whatever reasonable maintenance the director deems necessary. If the maintenance is not undertaken by operator within ten 10 days after written notice, the director has the right to enter upon the leased premises to perform the necessary maintenance, at operator's sole expense. In the event that City performs maintenance on the operator's behalf, operator shall within 15 days of notice of the amount reimburse the City for the work plus 10 percent for administration.
- E. A Category B operator must have mobile dispensing equipment with a minimum capacity of 500 gallons for Avgas or Jet A fuel. Fuel dispensing equipment shall be properly maintained, operated, and equipped in accordance with all applicable FAA, City and fire department recommendations, requirements, and regulations.

8. **HOURS OF OPERATION.** Fueling service must be provided for period of ten (10) hours per day, 7 days a week. Winter hours may be modified or reduced after providing written notice to the Airport Director. On-call service may be required after hours. Maintenance, repair, and other services shall be available during normal business hours and available on an on-call basis after hours.

9. **INSURANCE COVERAGE.** All Category B operators must have the following insurance:

- A. General Liability Insurance
Premises and Operation (including mobile equipment)

\$5,000,000 per occurrence/ \$5,000,000 general aggregate

B. Automobile Liability

\$500,000

C. Aircraft Liability

\$100,000 per passenger; \$1,000,000 per occurrence

D. Hangarkeepers Liability

\$100,000 each accident or maximum total value of highest value of aircraft in care, custody, and control

E. Petroleum Products Liability

\$25,000,000 combined single limit

10. **FIRE EXTINGUISHERS.** Fire extinguishers must have a current inspection tag displayed and shall be readily available during all refueling or defueling operations as specified by the Elko Fire Department. Personnel will attend all appropriate training courses provided by and as required by the Elko Fire Department, by the City, or by any other agency having jurisdiction over the Airport.

11. **FUEL FILTERS.** Adequate fuel filters and water traps shall be installed on all fuel handling equipment and a suitable program for periodically conducting water contamination checks shall be established and followed.

12. **AIRCRAFT FUEL SERVICING.** In all matters related to aircraft fueling safety and servicing, the provisions of NFPA Manual 407 "Aircraft Fuel Servicing," shall be used as the basis for all fueling operations at the Airport.

CATEGORY C - NON-COMMERCIAL AIRCRAFT
FUELS AND OIL DISPENSING

Category C operators are allowed to non-commercially dispense aviation fuels and oil as a non-commercial aircraft fuels and oil dispensing operator, and are required to obtain and comply with the conditions of a permit for non-commercial fuel dispensing from the Airport. Permittees are allowed to fuel only aircraft owned by permittee. Proof of aircraft ownership is required before issuance of non-commercial fuel dispensing permit. The following standards will apply to all Category C operators:

1. **PERSONNEL**. A Category C operator must employ or contract for at least one properly trained person who is responsible for refueling operations. Category C operators must maintain an ongoing training program for the proper handling of fuel including, but not limited to, training for:

- A. proper testing of fuel for contamination,
- B. proper grounding procedures,
- C. proper handling of different types of nozzles,
- D. safety and emergency procedures,
- E. fire response,
- F. proper vehicle and radio operations (if fueling is to be done from a truck) and,
- G. emergency fuel spill procedures. Tenant will be required to have an approved fueling operations manual and an emergency fuel spill plan.

2. **FUEL FACILITIES**. Fuel dispensing equipment must be equipped with a certified meter and filter, and separate dispensing pumps, tanks, and meters for each type of fuel required. Storage should be sufficient to meet the anticipated needs of the user.

- A. Fuel storage tanks must be an above-ground type approved by the director.
- B. All construction, installation, or modifications of fuel tanks must conform with any requirements of the City of Elko and shall be undertaken in accordance with Federal, State, and local codes, ordinances and regulations. A Category C operator shall, at its sole cost and expense, obtain all necessary building permits, and all labor and material bonds.
- C. A Category C operator shall, at its sole cost and expense, maintain their leased portion of the Airport fuel farm, and all of their improvements. Operator must notify director of any damages caused by its employees, patrons, or its operation. Any such damage must be repaired by the operator in a manner approved by the director.
- D. If it becomes necessary to make physical modifications to the leased portion of the fuel farm, operator shall promptly make the changes and installations at its sole expense, subject to the approval of the director, or any other governmental agency having jurisdiction. Upon written notice by the director to operator, operator shall be required to perform whatever reasonable

maintenance the director deems necessary. If the maintenance is not undertaken by operator within ten 10 days after written notice, the director has the right to enter upon the leased premises to perform the necessary maintenance, at operator's sole expense. In the event that the City of Elko performs maintenance on the operator's behalf, operator shall within 15 days of notice of the amount reimburse the City for the work plus 10 percent for administration.

3. **INSURANCE COVERAGE.** All Category C operators must have the following insurance:

General Liability Insurance

Premises and Operation (including mobile equipment)

\$1,000,000 per occurrence/ \$1,000,000 general aggregate

4. **FIRE EXTINGUISHERS.** Fire extinguishers must have a current inspection tag displayed and shall be readily available during all refueling or defueling as specified by the Elko Fire Department. Personnel will attend all appropriate training courses provided by and as required by the local fire district, by the City of Elko, or by any other agency having jurisdiction over the Airport.

5. **FUEL FILTERS.** Adequate fuel filters and water traps shall be installed on all fuel handling equipment and a suitable program for periodically conducting water contamination checks shall be established and followed.

6. **AIRCRAFT FUEL SERVICING.** In all matters related to aircraft fueling safety and servicing, the provisions of NFPA Manual 407 "Aircraft Fuel Servicing," shall be used as the basis for all fueling operations at the Airport.

CATEGORY D. AERIAL APPLICATIONS

Category D operators are allowed to engage in aerial application operations from the airport and must meet or exceed the following minimum requirements:

1. **LAND AND BUILDINGS**. A Category D operator must lease or sub-lease, an adequate amount of space as determined by the Airport Director, for buildings, aircraft parking or tie down spaces, and parking area for loading vehicles and equipment. In addition, the leased site must have an approved storage area which has full containment for all possible spills. Non-based operators who desire to operate on the Airport and use existing leased facilities for aerial application must also reach agreement with that lessee and notify the director of such an agreement. Information regarding these agreements may be requested from lessee by the director.

2. **FACILITIES**. The operator must have a contained, segregated chemical storage area. operators are prohibited from washing any agricultural spraying aircraft or flushing any agriculture aircraft spray tanks at the Airport. The Category D operator is responsible for proper handling and for disposing of chemicals and empty chemical containers in accordance with all applicable Federal, State, and County laws.

3. **INSURANCE COVERAGE**. All Category D operators must have the following minimum insurance coverage's:

- a. General Liability Insurance
Premises, Operation, and Chemical damage

\$1,000,000 per occurrence/ \$1,000,000 general aggregate

4. **SPRAYING OPERATIONS**. Agricultural spraying operators shall provide the director with a number where contact can be made during spraying operations.

CATEGORY E. FLYING CLUBS

In an effort to foster and promote flying for pleasure, and to develop skills in aeronautics, including pilotage, navigation, and an awareness and appreciation of aviation requirements and techniques, the category of flying clubs is included in these minimum standards. (NOTE: For the purposes of this section only the term "aircraft" includes airplanes, helicopters, gliders, and ultralights.)

Each flying club desiring to base its aircraft and operate on the Airport and classify itself as a non-commercial organization must comply with the applicable provisions of these minimum standards. Non-commercial clubs shall generally be exempt from regular fixed base operator requirements upon satisfactory fulfillment of the following conditions:

1. Each club must be a legitimate nonprofit entity (i.e. a corporation, association or partnership) organized for the express purpose of providing its members with aircraft exclusively for their personal use and enjoyment. Each member of a particular club shall have rights to an equal share of the club. In addition, no part of the net earnings of the club shall inure to the benefit of any member in any form (i.e. salaries, bonuses, etc.). The club must not derive revenue from the use of its aircraft greater than the amount necessary for the operations, maintenance, and replacement of its aircraft.
2. Clubs may not offer or conduct charter or air taxi services, or rentals of aircraft. Clubs may not conduct aircraft flight instruction except for the benefit of regular members. In addition, only members of the club may act as pilot in command of the aircraft, except when receiving dual instruction. Any qualified aircraft mechanic or flight instructor (or USUA Basic Flight Instructor for ultralights) who is a registered member and part owner of the aircraft owned and operated by a club will be allowed to perform maintenance work or to give instruction in an aircraft owned by the club, provided the club does not become obligated to pay that member for such maintenance or instruction. The mechanic or instructor may provide the services described above if he receives payment in the form of credit against club dues or flight time.
3. All clubs, and their members, are prohibited from leasing or selling any goods or services whatsoever including flight instruction to any person or firm other than a member of the club at the Airport, except that the club may sell or exchange its capital equipment.
4. A request for permission to operate as a club on the Airport, must include the following:
 - a) A copy of its charter and by-laws;
 - b) A roster, or list of members, including names of officers and directors, and investment share held by each member to be revised on an annual basis;
 - c) Evidence of insurance in the form of a certificate of insurance with a hold harmless clause naming the City of Elko, its officers and employees;
 - d) Number and type of aircraft; and
 - e) Evidence that ownership is vested in the club;

In addition, the club must maintain a set of books showing all income and expenses for the club. The books shall be available for inspection by the Airport Director to determine compliance with this provision.

6. All Category E clubs shall provide the following minimum insurance coverage's:

A. General Liability Insurance
Premises and Operation (including mobile equipment)

\$1,000,000 per occurrence/ \$1,000,000 general aggregate

7. A club that violates any of the foregoing or operates as a commercial enterprise, or permits one or more members to do so, will be notified in writing of the violation and given 10 days in which to correct the violation. Should the violation not be corrected within 10 days, the City of Elko will have the right to terminate the club's agreement to stay on the Airport.

**CATEGORY F. AVIATION TENANT AND CORPORATE OR
GOVERNMENT TENANT**

Category F operators are those with leased or sub-leased facilities incorporating both non-commercial aviation and non-aviation commercial uses. A Category F operator may not provide any of the services for hire listed in any other operator categories.

Because of the great variation in Category F operators, insurance, personnel, land, and building requirements will be determined on a case-by-case basis by the City and the prospective tenant.