

COUNTY OF ROCK
Public Works
Department
Airport Division
Telephone: 608-757-5768



Southern Wisconsin
Regional Airport
4004 S. Oakhill Avenue
Janesville, WI 53546
Fax : 608-758-3060

AGENDA
Public Works Committee Meeting
Tuesday, January 25, 2011 at 8:30 a.m.

Southern Wisconsin Regional Airport Administration Conference Room
4004 S. Oakhill Ave.
Janesville, WI 53546

1. Call to Order at 8:30 a.m.
2. Approval of Agenda
3. Approval of Minutes December 13, 2010
4. Vouchers/Bills/Encumbrances/Pre-Approved Encumbrance Amendments
5. Citizen Participation, Communications, and Announcements

AIRPORT BUSINESS

6. **Action Items**
 - a. Airport House Lease Renewal
6. **Information Items**
 - a. Review Draft of New Minimum Standards
 - b. Review Draft of New Rules and Regulations
 - c. Airport Accounts Receivables
6. Next Meeting Date
7. Adjournment

| Account Number | Name | Yearly Prct Appropriation Spent | YTD Expenditure | Encumb Amount | Unencumb Balance | Inv/Enc Amount | Total |
|------------------|----------------|------------------------------------|--------------------|--------------------------------|---------------------|-------------------|-----------|
| 4144534454-67200 | CAPITAL IMPROV | 857,200.00 | 0.0% | 0.00 | 0.00 | 857,200.00 | |
| | | 01/07/11 -VN#017501 | | WISCONSIN DEPARTMENT OF TRANSP | | 20,000.00 | |
| | | | | CLOSING BALANCE | 837,200.00 | | 20,000.00 |
| | | SWRA-CAPITAL IMP | PROG-TOTAL-PO | | | 20,000.00 | |

I HAVE EXAMINED THE PRECEDING BILLS AND ENCUMBRANCES IN THE TOTAL AMOUNT OF \$20,000.00 INCURRED BY SO.WI.REGIONAL AIRPORT CAP.IMP. CLAIMS COVERING THE ITEMS ARE PROPER AND HAVE BEEN PREVIOUSLY FUNDED. THESE ITEMS ARE TO BE TREATED AS FOLLOWS

- A. BILLS AND ENCUMBRANCES OVER \$10,000 REFERRED TO THE COUNTY BOARD.
- B. BILLS UNDER \$10,000 TO BE PAID.
- C. ENCUMBRANCES UNDER \$10,000 TO BE PAID UPON ACCEPTANCE BY THE DEPARTMENT HEAD.

TRANSPORTATION

COMMITTEE APPROVES THE ABOVE. COM-APPROVAL _____ DEPT-HEAD

DATE _____ CHAIR



Division of Business Management
 Bureau of Business Services
 PO Box 7366
 Madison, WI 53707-7366
 (608) 261-0259

INVOICE

63838

Invoice Date: 12/28/2010

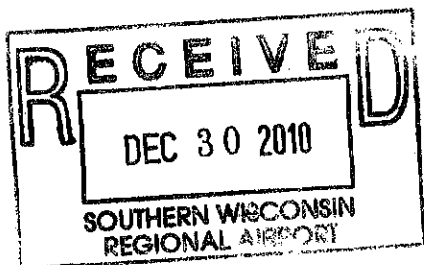
DT1991 8/2007

RON BURDICK, MGR.
 SOUTHERN WI REGIONAL AIRPORT
 4004 S. OAKHILL AVE.
 JANESVILLE, WI 53545

Account #: SOUT7 Customer P.O.#:
 Comment:

| <i>Description</i> | <i>Qty</i> | <i>Unit Price</i> | <i>Amount</i> |
|--|------------|-------------------|---------------|
| SOUTHERN WI REG AIRPORT STATE AID 0753-44-65 SRE DESIGN TERM BLG MAINT BLG SECURITY & LANDSCAPING | 1 | \$20,000.000 | \$20,000.00 |

Total: \$20,000.00
 State Sales Tax: \$0.00
 Local Sales Tax: \$0.00
 Stadium Tax: \$0.00
Invoice Total: \$20,000.00
 Paid:
Balance Due: \$20,000.00



(Please refer to the above invoice number for all inquires) - Retain this part for your records

Invoice Number: 63838 Balance Due: \$20,000.00 **AMOUNT PAID:** _____

Date: 12/28/2010

Make checks payable to:
 Wisconsin Dept. of Transportation

Mail To:
 Wisconsin Dept. of Transportation
 Bureau of Business Services
 4802 Sheboygan Ave P.O. Box 7366
 Madison, WI 53707-7366

**** For proper credit, return this part with your remittance ****

| Account Number | Name | Yearly Prcnt Appropriation Spent | YTD Expenditure | Encumb Amount | Unencumb Balance | Inv/Enc Amount | Total |
|------------------|----------------------------------|-------------------------------------|--------------------|------------------|---------------------|-------------------|-----------|
| 4144534110-65103 | PUBLIC LIABILITY | 17,200.00 | 0.0% | 0.00 | 0.00 | 17,200.00 | |
| ENC | R1101092-PO# 01/17/11 -VN#050537 | | | TRICOR INSURANCE | | 17,200.00 | |
| | | | | CLOSING BALANCE | 0.00 | | 17,200.00 |
| | SO.WI.REG.AIRPRT | | PROG-TOTAL-PO | | | 17,200.00 | |

I HAVE EXAMINED THE PRECEDING BILLS AND ENCUMBRANCES IN THE TOTAL AMOUNT OF \$17,200.00 INCURRED BY SO.WI.REGIONAL AIRPORT. CLAIMS COVERING THE ITEMS ARE PROPER AND HAVE BEEN PREVIOUSLY FUNDED. THESE ITEMS ARE TO BE TREATED AS FOLLOWS

- A. BILLS AND ENCUMBRANCES OVER \$10,000 REFERRED TO THE COUNTY BOARD.
- B. BILLS UNDER \$10,000 TO BE PAID.
- C. ENCUMBRANCES UNDER \$10,000 TO BE PAID UPON ACCEPTANCE BY THE DEPARTMENT HEAD.

TRANSPORTATION

COMMITTEE APPROVES THE ABOVE. COM-APPROVAL _____

DEPT-HEAD

DATE _____

CHAIR

RECEIVED
JAN 19 2011
 ROCK COUNTY
 PUBLIC WORKS

**Rock County Department of Public Works
Airport Division – Issue Paper**

Issue – Renewal of House Rental Agreement Tyra and Brandon Delwiche

Discussion –

Attached for your review is a copy of the original lease that was approved on February 28th, 2006, and a letter from Tyra Delwiche requesting a one-year extension.

The current rental agreement on the airport house expires on January 31st, 2011. Paragraph 2-Terms, (2.2) states that LESSEE may by written notice, 30 days prior to the end of the one-year period, extend the Lease for another one (1) year term with Transportation Committee approval.

Recommendation – That the Committee approve a one-year extension

House Rental Agreement

This House Rental Agreement (hereinafter "Lease Agreement") is made this 28th day of February, by and between the County of Rock, State of Wisconsin (hereinafter "LESSOR"), and Brandon and Tyra Delwiche (hereinafter "LESSEES");

WHEREAS, LESSOR is the owner of certain real estate in Rock County, Wisconsin, known as the Southern Wisconsin Regional Airport (hereinafter "The Airport"), which includes certain buildings and certain other facilities used in connection with its operation of The Airport;

WHEREAS, LESSOR desires to Lease certain parts of The Airport to LESSEES, to grant LESSEES the right to use The Airport in common with others, and to grant to LESSEES the other rights herein set forth, upon the terms and conditions herein stated; and

In consideration of the terms, conditions, promises, and obligations herein set forth;

IT IS HEREBY AGREED, by and between LESSOR and LESSEES,
That:

1 - Premises

LESSOR does hereby lease, demise, and let to LESSEES a dwelling at 3728 South Oakhill Avenue, located on the north side of The Airport.

2 - Terms

(2.1) The term of this Lease shall be one (1) year commencing on the 1st day of February 2006, and ending on the 31st day of January 2007. This agreement may be terminated by either party upon thirty day (30) written notice prior to the end of the lease year. If the Lease is terminated or canceled, as provided in paragraph 11, the term of this Lease shall be defined to end accordingly.

(2.2) LESSEES may by written notice, 30 days prior to the end of the one (1) year period, extend this Lease for additional one (1) year terms with Public Works Committee approval.

3 - Consideration

(3.1) LESSEES agree to pay to LESSOR for the use of leased premises the sum of Seven Thousand Eight Hundred Ninety-six and 00/100th's (\$7,896.00) dollars per year.

(3.2) One Twelfth (1/12) of the annual rent shall be payable on or before the 1st of each month, representing a monthly sum of Six Hundred Fifty-eight and 00/100th's (\$658.00) dollars. Late rental payments shall be subject to interest, thereon payable at the rate of one and one half (1 1/2) percent per month, until paid in full.

7 - Access to Premises

LESSEES agree to and shall permit LESSOR, and the State of Wisconsin and United States Government to send their representatives and employees onto premises, for the purpose of an inspection thereof. In non-emergency situations, LESSEES shall be provided with reasonable advance notice of an inspection if LESSEES are available to receive such notice.

8 - Sublease

This lease shall not be assignable nor any part of the premises subleased by LESSEES without the written consent of LESSOR.

9 - Utilities

It is understood and agreed that LESSEES shall pay for all utility services used by LESSEES during the term of this Lease, which are incidental to the occupancy of said premises. LESSEES are specifically responsible for payment of telephone service, waste disposal, water and sewer charges, lights, gas, and any other services necessary.

10 - Governmental Requirements

LESSEES agree to comply with the requirements of every applicable federal, state, and county law, rule and regulation, and with every lawful direction and order given by any public officer pursuant thereto.

11 - Default by LESSEES

If default is made in payment of rent, at the times above stated, or if LESSEES shall break any of the agreements or provisions herein contained, or shall willfully or maliciously do injury to the premises, or shall file a petition in bankruptcy, or have any involuntary petition in bankruptcy filed against him/her, or make an assignment for the benefits of credits, the LESSOR or its legal representatives shall have the right at any time thereafter, without notice, to declare this Lease void and the terms herein ended and may re-enter the premises and expel LESSEES, using such force as necessary without prejudice to any remedies which LESSOR may have, to collect arrears of rent.

(11.1) LESSEES agree that at the termination of the within Lease, or any renewal thereof, he/she will quietly and promptly yield and surrender said premises to the LESSOR in as good condition of repair as when taken by LESSEES, reasonable wear and tear alone is expected.

12 - Indemnity and Hold Harmless

LESSEES agree that the premises shall be used for the purposes set forth in the Lease and no other. LESSEES further agree to indemnify, hold harmless, and defend the County of Rock, its officers, agents, and employees from any and all liability including claims demands, losses, costs, damages and expenses of every kind and description, for bodily injury (including death) and personal or property damage arising out of, or in connection with, or occurring during the term of this Lease where such liability is founded upon or grows out of the negligent or intentional acts or omissions of the LESSEES or LESSEES' officers, agents or employees.

Southern Wisconsin Regional Airport

House Rental Agreement

This House Rental Agreement (hereinafter "Lease Agreement"), is made this 20th day of January 2004, by and between the County of Rock, State of Wisconsin (hereinafter "LESSOR"), and Brandon and Tyra Delwiche (hereinafter "LESSEES");

WHEREAS, LESSOR is the owner of certain real estate in Rock County, Wisconsin, known as the Rock County Airport (hereinafter "The Airport"), which includes certain buildings and certain other facilities used in connection with its operation of The Airport;

WHEREAS, LESSOR desires to Lease certain parts of The Airport to LESSEES, to grant LESSEES the right to use The Airport in common with others, and to grant to LESSEES the other rights herein set forth, upon the terms and conditions herein stated; and

In consideration of the terms, conditions, promises, and obligations herein set forth;

IT IS HEREBY AGREED, by and between LESSOR and LESSEES,
That:

1 - Premises

LESSOR does hereby lease, demise, and let to LESSEES a dwelling at 3728 South Oakhill Avenue, located on the north side of The Airport.

2 - Terms

(2.1) The term of this Lease shall be one (1) year commencing on the 1st day of March 2004, and ending on the 31st day of January 2005. This agreement may be terminated by either party upon thirty day (30) written notice prior to the end of the lease year. If the Lease is terminated or canceled, as provided in paragraph 11, the term of this Lease shall be defined to end accordingly.

(2.2) LESSEES may by written notice, 30 days prior to the end of the one (1) year period, extend this Lease for another one (1) year term with Transportation Committee approval.

3 - Consideration

(3.1) LESSEES agree to pay to LESSOR for the use of leased premises the sum of Seven Thousand Three Hundred Fifty-six and 00/100th's (\$7,356.00) dollars per year.

(3.2) One Twelfth (1/12) of the annual rent shall be payable on or before the 1st of each month, representing a monthly sum of six hundred, thirteen and 00/100th's (\$613.00) dollars. Late rental payments shall be subject to interest, thereon payable at the rate of one and one half (1 1/2) percent per month, until paid in full.

(3.3) It is further agreed that annually during each month of December, the fixed rental rates shall be re-negotiated and be effective January 1. Fixed rental rate will be based on the urban rate of inflation (CPI-U) and may not exceed four (4) percent of the adjusted rental rate of the preceding year. The Airport Director shall be responsible for re-negotiating the yearly rental, subject to final approval by the Airport Transportation Committee.

(3.4) LESSEE shall pay a security and cleaning deposit in the amount of Six Hundred Thirteen and 00/100th Dollars (\$613.00). The security deposit includes a \$30.00 deposit for the two keys issued at the time of the signing of this agreement. Upon termination of this Lease said deposit will be returned by mail in the form of a check after a final inspection of the premises has been made, the premises are found to be in satisfactory condition as determined by the Airport Director, and both keys are returned. If only one key is returned to the Airport Director's office, the full \$30.00 key deposit will be forfeited

4 - Use

LESSEES agree to keep the premises in good repair and perfectly clean at his/her own expense. LESSEES specifically agree to remove all trash and garbage in a safe and sanitary manner for the premises on a regular basis. Trash pick-up is normally on Friday. Trash and recyclables should be placed in appropriate containers and placed along-side Oakhill Avenue.

(4.1) It is agreed that decorating, redecorating, and remodeling or any other improvement to leased premises is the responsibility of LESSEES and that before any such improvement is to be performed, written consent of LESSOR must be first obtained.

(4.2) LESSEES shall be responsible for the cost of repairs due to misuse, neglect, or abuse to dwelling by LESSEES or visitors.

(4.3) It is agreed that LESSEES shall attach no personal property on the premises without the written consent of LESSOR. All personal property owned by LESSEES and attached to said premises pursuant to the written consent of LESSOR shall remain the personal property of LESSEES, provided that at such time as LESSEES may remove such property, the premises shall be restored to its original condition by LESSEES, unless waived by LESSOR.

(4.4) It is agreed that LESSEES shall not make, or permit to be made any disturbing noise which would interfere with the rights, comforts, or convenience of others, including but not limited to the playing of musical instruments or stereos.

5 - Parking

LESSEES agree to use parking areas for personal and visitor use only, and not for storage of inoperable vehicles.

6 - Appliances

The water heater and furnace are in satisfactory condition and are provided by and will be maintained by the LESSOR.

7 - Access to Premises

LESSEES agree to and shall permit LESSOR, and the State of Wisconsin and United States Government to send their representatives and employees onto premises, for the purpose of an inspection thereof. In non-emergency situations, LESSEES shall be provided with reasonable advance notice of an inspection if LESSEES are available to receive such notice.

8 - Sublease

This lease shall not be assignable nor any part of the premises subleased by LESSEES without the written consent of LESSOR.

9 - Utilities

It is understood and agreed that LESSEES shall pay for all utility services used by LESSEES during the term of this Lease, which are incidental to the occupancy of said premises. LESSEES are specifically responsible for payment of telephone service, waste disposal, water and sewer charges, lights, gas, and any other services necessary.

10 - Governmental Requirements

LESSEES agree to comply with the requirements of every applicable federal, state, and county law, rule and regulation, and with every lawful direction and order given by any public officer pursuant thereto.

11 - Default by LESSEES

If default is made in payment of rent, at the times above stated, or if LESSEES shall break any of the agreements or provisions herein contained, or shall willfully or maliciously do injury to the premises, or shall file a petition in bankruptcy, or have any involuntary petition in bankruptcy filed against him/her, or make an assignment for the benefits of credits, the LESSOR or its legal representatives shall have the right at any time thereafter, without notice, to declare this Lease void and the terms herein ended and may re-enter the premises and expel LESSEES, using such force as necessary without prejudice to any remedies which LESSOR may have, to collect arrears of rent.

(11.1) LESSEES agree that at the termination of the within Lease, or any renewal thereof, he/she will quietly and promptly yield and surrender said premises to the LESSOR in as good condition of repair as when taken by LESSEES, reasonable wear and tear alone is expected.

12 - Indemnity and Hold Harmless

LESSEES agree that the premises shall be used for the purposes set forth in the Lease and no other. LESSEES further agree to indemnify, hold harmless, and defend the County of Rock, its officers, agents, and employees from any and all liability including claims demands, losses, costs, damages and expenses of every kind and description, for bodily injury (including death) and personal or property damage arising out of, or in connection with, or occurring during the

term of this Lease where such liability is founded upon or grows out of the negligent or intentional acts or omissions of the LESSEES or LESSEES' officers, agents or employees.

(12.1) LESSEES agree that in order to protect itself and the County, LESSEES will at all times during the term of this Lease keep in force and effect renter's insurance and automobile liability insurance policies issued by a company or companies authorized to do business in Wisconsin. The County of Rock shall be named as an additional insured on said liability policies.

(12.2) Certificates of insurance acceptable to the County of Rock shall be filed with the County of Rock, Airport Director's Office, prior to the execution of this Lease. These certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least fifteen (15) days prior written notice has been given to the County of Rock.

13 - Integration

This document is fully integrated embodying the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

LESSOR's Seal

LESSOR
Rock County, Wisconsin

By: Kurtis L. Yankee
Kurtis Yankee, Chair
Rock County Transportation Committee

By: Richard Ott
Richard Ott, Chair
Rock County Board of Supervisors

By: Kay S. O'Connell
Kay S. O'Connell
Rock County Clerk

LESSEES' Seal

LESSEES

By: Brandon Delwiche
Brandon Delwiche

By: Tyra Delwiche
Tyra Delwiche

TYRA AND BRANDON DELWICHE

3728 South Oakhill Avenue
Janesville, WI 53546
Phone (608) 756-9985
Cell (608) 322-4029
Ktdelwiche@yahoo.com

January 18, 2011

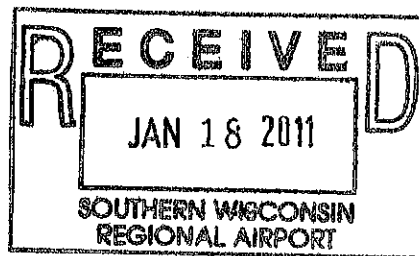
Southern Wisconsin Regional Airport
4004 South Oakhill Avenue
Janesville, WI 53546

To whom it may concern,

We are requesting a one year lease extension for the property located at 3728 South Oakhill Avenue in Janesville, Wisconsin.

Sincerely,

Tyra Delwiche



**Minimum Standards
For
Commercial Aeronautical Activities**

**Southern Wisconsin
Regional Airport
Rock County, Wisconsin**

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SECTION 1 PURPOSE OF MINIMUM STANDARDS

Rock County owns and operates Southern Wisconsin Regional Airport (Airport), which is located in Janesville, Wisconsin. These Minimum Standards were developed to provide the minimum threshold entry requirements for those desiring to provide Commercial Aeronautical Activities to the public at the Airport and provide reasonable opportunities without unjust discrimination. These Minimum Standards are established based upon the conditions at the Airport, the existing and planned facilities at the Airport, and the current and future aviation role of the Airport. Any prospective Commercial Operator will be required to provide the described minimum level of services in order to enter into an Agreement, Permit, or Lease with the County to operate on the Airport. In summary, these Minimum Standards establish the minimum requirements to be met by individuals and companies for the privilege of providing Commercial Aeronautical Activities at the Airport. All commercial operators are encouraged to exceed the “minimum” in terms of quality of facilities and/or services. The purpose of these Minimum Standards is to:

- Promote safety;
- Promote the economic health of Airport businesses;
- Promote the orderly development of Airport property; and
- Encourage high quality products, services and facilities to Airport users.

SECTION 2 DEFINITIONS AND APPLICABILITY

2.1 Definitions

The following words, terms and phrases when used herein shall have the meanings ascribed below.

1. *AC* - Advisory Circular.
2. *Aeronautical Activity* (or “*Aeronautical Activities*” or “*Activity*” or “*Activities*”) - means any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of aircraft, or another aeronautical activity, or which contributes to or is required for the safety of such operations. Aeronautical activities include, but are not limited to, sale of aircraft fuel and/or lubricants; passenger, crew, and aircraft ground services; support and amenities; tiedown, aircraft storage/hangar, aircraft parking, office, and shop rental/subleasing; airframe and power plant maintenance; avionics sales and maintenance; aircraft rental; flight training; air charter, taxi; aircraft management operations; aircraft sales; sightseeing aerial photography; aerial spraying and agriculture aviation services; aerial advertising; aerial surveying; and any other activities, which in the judgment of the County, because of their direct relationship to the operation of aircraft or the airport, can appropriately be regarded as an “aeronautical activity.” For all purposes of these Minimum Standards, all products and services described herein are deemed to be “aeronautical activities”.
3. *Agency* – means any federal, state, or local governmental entity, unit, organization, or authority.
4. *Agreement* – means a written contract executed by both parties, and enforceable by law between the County and an entity granting a concession, transferring rights or interest in land and/or improvements, and/or otherwise authorizing and/or prohibiting the conduct of certain activities.
5. *Air Charter or Taxi* – means the commercial aeronautical activity of providing air transportation of persons or property for hire on either a charter basis or as an air taxi operator.
6. *Aircraft* – means any contrivance now known or hereafter invented which is used or designed for navigation of, or flight in air, except a parachute or other contrivance designed for such navigation but used primarily for safety equipment. This includes, but is not limited to, airplanes, airships, balloons, dirigibles, rockets, helicopters, gliders, gyrocopters, ground-effect machines, sailplanes, amphibians, ultra lights and seaplanes.
7. *Aircraft Fuel* – means all flammable liquids composed of a mixture of selected hydrocarbons expressly manufactured and blended for the purpose of effectively and efficiently operating an internal combustion, jet, or turbine engine, which includes, any substance (solid, liquid, or gaseous) used to operate any engine of an aircraft or vehicle.
8. *Aircraft Line Service* – means providing the necessary equipment, supplies, and trained personnel for aircraft apron assistance, towing, parking, and tie downs, within the leased premises. Equipment shall be sufficient to facilitate the handling of aircraft up to and including corporate jets.

9. *Aircraft Management Operations* – means a Commercial Operator engaged in the business of providing aircraft flight dispatch, flight crews, or aircraft maintenance coordination on behalf of an aircraft owner.
10. *Aircraft Owner* - means an entity holding legal title to an aircraft, or any entity having exclusive legal possession of an aircraft.
11. *Aircraft Parking and Storage Areas* – means those hangar and apron locations of the Airport designated by the County for the parking and storage of aircraft.
12. *Aircraft Rental* – means the commercial activity of renting or leasing aircraft to the public for compensation.
13. *Aircraft Sales* – means the commercial activity of the sale of new or used aircraft through brokerage, ownership, franchise, distributorship, or licensed dealership.
14. *Airframe and Power Plant Maintenance* - means the commercial activity of providing airframe and power plant services, which includes service, the repair, maintenance, inspection, constructing, and making of modifications and alterations to aircraft, aircraft engines, propellers and appliances including the removal of engines for major overhaul as defined in 14 CFR part 43, as now or hereafter amended. This category of service also includes the sale of aircraft parts and accessories.
15. *Airframe and Powerplant Mechanic (A&P)* – means an entity who holds an aircraft mechanic certificate with both airframe and powerplant ratings issued by the FAA under the provisions of 14 CFR Part 65, as now or hereafter amended.
16. *Airport* - means the Southern Wisconsin Regional Airport, operated by County of Rock, and all land, improvements, and appurtenances within the legal boundaries of the Airport as it now exists on the Airport Layout Plan as currently approved within the Master Plan and as the Airport Layout Plan may be extended, enlarged, or modified.
17. *Airport Layout Plan (ALP)* – means the currently approved scale drawing depicting the boundaries and physical layout of the Airport and identifying the location, type, dimensions and configuration of existing and proposed infrastructure and improvements, including but not limited to runways, taxiways, aprons, buildings, roadways, utilities, nav aids, as well as proposed extensions and reductions of existing Airport facilities.
18. *Apron* – means those paved areas of the Airport within the non-movement area designated by the County for the loading or unloading of passengers, servicing, or parking of aircraft.
19. *Avionics Sales and Maintenance* – means the commercial activity of providing for the repair and service, or installation of aircraft radios, instruments and accessories. Such operation may include the sale of new or used aircraft radios, instruments and accessories.

20. *Based Aircraft* – means an aircraft which the owner physically locates at the Airport for an undetermined period, and whenever absent from the Airport, its owner intends to return the aircraft to the Airport for long-term storage.
21. *Certificate of Insurance* – means a certificate provided by and executed by an insurance company or its authorized representative, evidencing the insurance coverages and limits of an operator.
22. *CFR* – means the Code of Federal Regulations, as may be amended from time to time.
23. *Commercial Activity (or “Commercial Aeronautical Activity” or “Commercial Aeronautical Activities”)* - means any activity (including Aeronautical Activities) conducted at or on the Airport by any entity in which:
 - a. The exchange, trading, buying, or selling of commodities, goods, services or property of any kind at the Airport; or
 - b. Engaging in any activity (including Aeronautical Activities) on the Airport for the purpose of securing revenue, earnings, income, and/or compensation, whether or not such revenue, earnings, and/or compensation are ultimately exchanged, obtained, or transferred; or
 - c. The offering or exchange of any product, service, or facility on the Airport as a part of other revenue, earnings, income, and/or compensation producing activity on or off the Airport.
24. *Commercial Operator* – means an entity engaging in an activity which involves, makes possible or is required for the operation of aircraft, or which contributes to, or is required for the safe conduct and utility of such operation of aircraft, the purpose of such activity being to generate and/or secure earnings, income, compensation, and/or profit, whether or not such objectives are accomplished.
25. *Commercial Self-Service Fueling* – means the fueling of an aircraft by the pilot using commercial aircraft fuel pumps installed for that purpose. The commercial self-service fueling facility may or may not be attended by the vendor, which is a fixed base operator or an airport sponsor/operator that is exercising its right to sell aircraft fuel.
26. *Contiguous Land* – means land that is sharing an edge or boundary or is separated by no more than a taxi lane.
27. *County* – means County of Rock, a political subdivision of the State of Wisconsin. County includes County, the Airport Department and Airport Management and staff having Airport responsibilities designated by and through the County.
28. *Department* – means the Airport Division of the Public Works Department, Rock County, Wisconsin.
29. *Director* – means the Director of the Department of Airports or such other employee of the Department as the Director may from time to time designate in writing to carry out the duties of the Director.

30. *Employee(s)* – means any individual employed by an entity or employment agency where by said entity or employment agency collects and pays all associated taxes on behalf of employee (i.e., Social Security and Medicare).
31. *Entity (or Entities)* – includes a person; persons; firm; partnership; limited liability; partnership or corporation; agency; unincorporated proprietorship, association, or group; or corporation other than the Airport, and includes any trustee, receiver, assignee, or other similar representative.
32. *Equipment* – means all property and machinery, together with the necessary supplies, tools, and apparatus for the proper conduct of the activity being performed.
33. *FAA* – means the Federal Aviation Administration.
34. *Fixed Base Operator (or FBO)* – means a full service Commercial Operator who is authorized to engage in the sale of products, services, and facilities to Aircraft operators and is required to provide the following services at a minimum:
 - a. Aircraft fueling to include jet fuel, avgas, and aircraft lubricants
 - b. Aircraft line services
 - c. Airframe and power plant maintenance
 - d. Aircraft storage/hangars rentals and tiedowns
 - e. Passenger, crew, and aircraft ground services, support and amenities

In addition to the required services FBOs may also provide optional services as approved by the County, which may include, but are not limited to: Flight Training, Aircraft Rental, Air Charter or Air Taxi, Aircraft Management Operations, Avionics Sales and Maintenance.

35. *Flight Training* - means the commercial aeronautical activity of instructing pilots in dual and solo flight, in fixed or rotary wing aircraft, and related ground school instruction as necessary to complete a FAA written pilot's examination and flight check ride for various categories of pilots licenses and ratings. Flight training includes any portion of a flight between two or more airports or other destinations where the primary purpose is to increase or maintain pilot or crew member proficiency.
36. *Flying Club* – means a non-commercial and nonprofit entity organized for the purpose of providing its members with any number of aircraft for their personal use and enjoyment. Aircraft must be vested in the name of the flying club owners on a pro-rata share, and the flying club may not derive greater revenue from the use of the aircraft than the cost to operate, maintain, and replace the aircraft.
37. *Fuel Storage Area* – means any portion of the Airport designated temporarily or permanently by the Airport as an area in which aviation or motor vehicle gasoline or any other type of aircraft fuel or fuel additives may be stored or loaded.
38. *Fueling or Fuel Handling* - the transportation, delivering, dispensing, storage, or draining of fuel or fuel waste products.

39. *General Aviation* – means all aviation with the exception of aircraft manufacturing, military aviation, and scheduled commercial air carrier operations. General aviation aircraft are utilized for commercial and non-commercial purposes including business/corporate, recreational/pleasure, charter/air taxi, industrial/special purpose, and instructional.
40. *Hazardous Material* – means any oil petroleum products flammable substances, explosives, radioactive materials, hazardous waste, toxic waste, or substances or any other waste, materials or pollutants which pose a threat to the health and safety of the owners, occupants, or any persons on entering the leased premises or properties adjacent to it and/or cause the property to be in violation of any Federal, State or local law, rules or regulation.
41. *Improvements* – means all buildings, structure and facilities including pavement, concrete, fencing, signs, lighting, and landscaping constructed, installed or placed on, under or above any land on the Airport.
42. *Lease* – means the written contract between the County and one non-commercial operator (Lessee) specifying the terms and conditions under which an Operator may occupy and operate from certain Airport facilities and/or property.
43. *Leased Premises* – means the land and/or improvements leased by the Lessee for the conduct of the Lessee’s activities.
44. *Lessee* – means an entity that has entered into an Agreement with the County to occupy, use, and/or develop land and/or improvements and engage in aeronautical activities.
45. *Light-Sport Aircraft* - An aircraft intended for recreation per 14 CFR Part 1.1 that holds no more than two (2) occupants and weighs 660 / 1,320 / 1,430 pounds or less as appropriate to Part 1.1.
46. *Minimum Standards* – means the qualifications, standards, and criteria, as a condition set forth as the minimum requirements that are to be met by as a condition for the right to engage in commercial aeronautical activities at the Airport.
47. *Non-Commercial Operator* – means an entity that either owns or leases and operates aircraft for personal or recreational purposes. In the case of a business, the operation of aircraft must be an ancillary activity to support the businesses purposes by providing transportation for the exclusive use of its employees, agents, and/or customers. In all cases, the non-commercial operator neither offers nor engages in commercial aeronautical activities. for purposes of these minimum standards, all governmental agencies shall be considered non-commercial operators.
48. *Permit* – means an administrative approval issued by the County to conduct an aeronautical activity on the Airport, and/or to provide authorized services, to based and transient aircraft on the Airport, only from facilities and locations where such services are authorized.
49. *Preventive Aircraft Maintenance* - means maintenance that is not considered a major aircraft alteration or repair and does not involve complex assembly operations as listed in 14 CFR Part 43, as now or hereafter amended, except for Item 22 of the regulation. Item 22 involves the replacement of prefabricated aircraft fuel lines, and shall, for purposes of these regulations, be considered a major aircraft repair.

50. *Public Works Committee*- an entity of the Rock County Board of Supervisors
51. *Roadway* – means any street or road whether improved or unimproved, within the boundaries of the Airport and designated for use by ground vehicles.
52. *Rules and Regulations* – means the Airport Rules and Regulations, adopted by the County, as may be amended from time to time, or any successor ordinance, rule, or regulation adopted by the Rock County Public Works Committee.
53. *Self-Fueling* – means the fueling of aircraft owned or leased by the Operator. (Fuel may not be dispensed to the general public or to others. Co-Ops are prohibited.)
54. *Specialized Aviation Service Operation (SASO)* - a commercial aeronautical operator that is authorized to provide any one or combination of the following activities:
- a. Flight Training
 - b. Airframe and Power Plant Maintenance
 - c. Avionics Sales and Maintenance
 - d. Aircraft Rental
 - e. Aircraft Charter or Taxi and Aircraft Management Operations
 - f. Aircraft Storage Hangars
 - g. Aircraft Sales
 - h. Aircraft Restoration and Refurbishing
 - i. Specialized Flying Services
 - j. Light-Sport Aircraft Service Provider
55. *Specialized Flying Services* – means providing specialized commercial flying services such non-stop sightseeing tours, aerial photography or surveying, power line or pipeline patrol, firefighting or fire patrol, air ambulance, airborne mineral exploration, and other air transportation operations specifically excluded from 14 CFR Part 135, as now or hereafter amended.
56. *SOP* – means Standard Operating Procedures.
57. *Sublease* - means a written agreement, consented to or approved by the Pubic Works Committee stating the terms and conditions under which a third party commercial operator leases space from a Lessee for the purpose of providing an aeronautical activity at the airport.
58. *Taxilane* – means the portion of the Airport apron area, or any other area, used for access between taxiways and aircraft parking or storage area, i.e. non-movement areas.
59. *Taxiway* – means a defined path established for the taxiing of aircraft from one part of the Airport to another, i.e. movement areas.
60. *Tiedown* – means an area paved or unpaved suitable for parking and mooring of aircraft wherein suitable tiedown points are located.
61. *UNICOM* – means a two-way communication system operated by a non-governmental entity that may provide airport advisory information.

62. *Vehicle* – means any device that is capable of moving itself, or being moved from place to place on wheels; but does not include any device designed to be moved by human muscular power or designed to move primarily through the air.
63. *Vehicle Parking Area* – means any portion of the Airport designated and made available temporarily or permanently by the Airport for parking of vehicles.

2.2 Application of Minimum Standards

- 2.2.1 Except as otherwise provided for herein, all entities conducting commercial aeronautical activities at the Airport shall, as a condition of conducting such activities, meet or exceed the requirements of Sections 2 and 3 as well as meet the Minimum Standards applicable to the entity's specific activities set forth in subsequent sections. These Minimum Standards are the "minimum" requirements to do business on the airport, and all entities are encouraged to exceed such Minimum Standards in conducting their activities.
- 2.2.2 These Minimum Standards shall not affect any agreement entered into by the Airport prior to the effective date of these Minimum Standards, except as otherwise provided for in such agreement, in which case these Minimum Standards shall apply to the extent permitted by such agreement. These Minimum Standards shall not be deemed to modify any existing agreement under which a commercial operator is required to exceed these Minimum Standards, nor shall they prohibit the Airport from entering into or enforcing an agreement that requires a commercial operator to exceed these Minimum Standards. If a commercial operator desires to modify an existing agreement, the Airport shall require compliance with these Minimum Standards as a condition of its approval.
- 2.2.3 Whenever a SASO conducts multiple activities pursuant to one lease, license, permit or agreement with the Airport, and the Minimum Standards for one of the commercial operator's activities are inconsistent with the Minimum Standards for another of the commercial operator's activities, then the Minimum Standards which are more stringent, and/or which are most protective of the public's health, safety and welfare, shall apply. When one or more activity is conducted, the minimum requirements may vary depending on the nature of each activity or combination of activities, but shall not necessarily be cumulative.

2.3 Activities Not Covered by Minimum Standards

Any activities for which there are no specific Minimum Standards established will be addressed by the Department on a case-by-case basis and set forth in such Commercial Operator's written lease, license, permit or agreement with the County.

2.4 Variance or Exemption

- 2.4.1 The Public Works Committee may approve variances to these Minimum Standards when a specific clause, section, or provision does not seem justified in a particular case because of special conditions and unique circumstances.
- 2.4.2 Any variance or exception approved by the Public Works Committee shall apply only to the special conditions or unique circumstances of the particular case under which the variance or exemption is granted and shall not serve to amend, modify, or alter these Minimum Standards.
- 2.4.3 When a specific product, service, or facility is not currently being provided at the Airport, the Airport, with approval of the Public Works Committee, may enter into an agreement with an FBO or SASO with terms and conditions that are less than those outlined in these Minimum Standards (e.g., lower Minimum Standards, etc.), only for a limited time period (i.e., pioneering period). The duration of the pioneering period shall be specified in the Agreement and shall only be valid during that specific period of time.

2.5 Conflicting Standards

If a provision in these Minimum Standards is found to be in conflict with any other provision of these Minimum Standards, the provision that establishes the higher standard shall prevail.

SECTION 3 BUSINESS OPERATIONS

3.1 Employee Conduct and Customer Service Emphasis

The Airport works diligently to provide high quality services to the growing needs and requests from Airport users. As such, the Airport requires its commercial operators, businesses, and tenants to do the same. Consequently, the goal of the Airport is straight-forward: offer the tenants and users of the Airport, commercial operators that provide high quality customer service by meeting and exceeding customer needs through consistent, responsive, and professional service.

3.2 Management Control and Supervision

Each commercial operator is required to employ the necessary quantity of trained staff, on-duty management and supervisors to provide for the efficient, safe, and orderly compliance with its lease, agreement, sublease or permit. In addition, each commercial operator is required to control the conduct and demeanor of its personnel and subtenants, as well as to conduct its business operations in a safe, orderly, efficient and proper manner so as not to unreasonably disturb, endanger or offend any customers, tenants, or competitive operators.

3.3 Personnel Training and Certification

3.3.1 General

All commercial operator personnel shall be fully qualified and trained or be in training with supervision, to provide a high quality standard of courteous, efficient, and safe service to

the general public, customers, and Airport users. Personnel shall meet all Federal, State, and local training and certification requirements applicable to their individual duties and company services.

3.3.2 Drivers Training

All persons driving within the Air Operations Area (AOA) must be authorized by the Southern Wisconsin Regional Airport. All vehicle operators will possess a valid driver's license, and will successfully complete a driver safety training course conducted by Airport Operations. Vehicle operators will comply with airport regulations while driving within the AOA. Failure to comply with regulations will result in the revocation of driving privileges.

3.4 **Corporate Identification Requirement**

3.4.1 Personnel

All personnel employed by the commercial operator to perform aeronautical activities on the Airport are required to be appropriately dressed and identifiable while on duty. The commercial operator's business name shall be included in the means of identification of each employee.

3.4.2 Buildings, Vehicles, and Equipment

Each building, vehicle, and piece of mobile or vehicular equipment used on the Airport in conjunction with the commercial activity shall bear the commercial operator's identification in the form of a company logo, sign, emblem, or other means to designate the operator to whom the building, vehicle, or equipment is assigned. Identification shall be a legible on a contrasting background and shall be displayed in a manner that is acceptable to the Airport.

SECTION 4 MINIMUM STANDARDS FOR FIXED BASE OPERATORS

4.1 **Required Aeronautical Activities**

4.1.1 An FBO is a full service commercial operator who is authorized to engage in the sale of products, services, and facilities to aircraft operators and is required to provide the following services at a minimum:

- a. Aircraft fueling which shall include jet fuel, AvGas, and aircraft lubricants
- b. Aircraft line services
- c. Airframe and power plant maintenance
- d. Aircraft storage hangars
- e. Passenger, crew, and aircraft ground services, pilot supplies, support and amenities
- f. Flight briefing capabilities including weather
- g. Access to limousine services and rental cars

- 4.1.2 FBOs may also provide optional services as approved by the County, which may include, but are not limited to: flight training, aircraft rental, aircraft sales, air charter or air taxi, aircraft management operations, and avionics sales and maintenance.
- 4.1.3 Only FBOs shall be permitted to provide commercial aircraft fueling services and operate retail aircraft fueling facilities at the Airport.
- 4.1.4 FBOs may subcontract or use third-party operators to provide any of the required FBO services, or optional services, with the exception of aircraft fueling and aircraft line services, which services must be provided directly by FBO and its employees. subcontractors and third-party operators shall meet all Minimum Standards applicable to such services when performed by an FBO operating at the Airport.
- 4.1.5 Each FBO shall conduct its business and activities on and from the leased premises in a safe and professional manner consistent with the degree of care and skill exercised by experienced FBOs providing comparable products, services, and activities from similar airports in like markets.

4.2 Aircraft Design Group Serviceability

Each FBO shall provide the personnel, equipment, and facilities required to service all types of aircraft normally frequenting the Airport. The Airport Reference Code (ARC) to be supported is category ARC C-III, this includes aircraft with an approach speed up to 141 knots and wingspans up to 118 feet.

4.3 Leased Premises Size

4.3.1 Minimum Leased Premises Requirements

| Buildings & Leasehold | Minimum Size |
|---|---------------------------|
| Total Leased Premises | 4 acres |
| FBO Terminal | 2,000 square feet |
| Maintenance Hangar | 5,000 square feet |
| Maintenance Hangar Offices | 1,500 square feet |
| Storage Hangar | 8,000 square feet |
| Aircraft Storage Hangar Offices | 500 square feet |
| Apron (within the Leased Premises) | 40,000 square feet |
| Fuel Storage Area | 1,400 square feet |

4.3.2 Buildings and FBO Leaseholds

Each FBO shall lease from the County a minimum of four (4) acres of land. Each FBO shall lease or construct, on the leased premises, a public use terminal building with a minimum of two thousand (2,000) square feet of floor space for customer lobby, office, pilot's lounge, flight planning and weather briefing area, and public rest rooms.

4.3.3 Vehicle Parking

Each FBO shall provide parking as required by the City of Janesville, as now or hereafter amended, or as required by other applicable laws.

4.3.4 Aircraft Parking

Each FBO shall lease from the County sufficient airport property for its aircraft operating area (Apron), independent of any building area, vehicle parking area, and aircraft fuel storage area. This paved apron area shall be a minimum of forty thousand (40,000) square feet and adequate to support all the activities of the FBO and all approved subtenants and shall be constructed to engineering standards for the current Airport design aircraft as defined in the existing Airport Master Plan.

4.3.5 Hours of Operation

Each FBO is required to be open for business and provide aircraft fueling and aircraft line services a minimum of fourteen (14) hours per day, five (5) days per week and twelve (12) hours per day two (2) days per week, except as otherwise approved in writing by the Department.

Airframe and Power Plant Maintenance must be open not less than five (5) days per week, eight (8) hours per day. Service hours for optional FBO services are listed in their specific categories in Section 4.7.

Except as otherwise approved in writing by the Department business hours shall be provided to the Department upon request.

4.4 **Staffing and Employee Qualifications**

4.4.1 Staffing

During the required hours of operation, each FBO shall employ and have on duty sufficient staff to meet the Minimum Standards for each aeronautical activity provided. However, multiple responsibilities may be assigned to employees where feasible. Each FBO shall have at least two (2) employees on duty at all times during hours of operation. The FBO will provide to the Department a current written statement of the names, addresses, telephone numbers and other necessary contact information for all personnel responsible for the operation and management of the FBO. In addition, the Department shall be provided a point-of-contact with phone numbers for emergency situations.

4.4.2 Employee Qualifications

All FBO aircraft fuel handling personnel shall be trained to comply with FAR Part 139.321, and NFPA 407.

Each fueling agent will have a supervisor complete an aviation fuel-training course in fire safety that is acceptable to the FAA. The supervisor will receive recurrent training at least once every 24 months. If a new supervisor is hired, he/she will successfully complete an authorized aviation fuel-training course within 90 days.

All other employees at each fueling agent who fuel aircraft, accept fuel shipments, or handle fuel, shall receive at least initial on-the-job training in fire safety and recurrent training every 24 months from the supervisor who has been trained in the fuel-training course in fire safety acceptable to the FAA.

4.5 **Insurance Requirements**

Each FBO shall maintain the types and amounts of insurance required by the County of Rock and the Southern Wisconsin Regional Airport. Insurance policies shall name the County of Rock and the Southern Wisconsin Regional Airport as additional insured. The County shall have the right to modify and/or change insurance requirements from time to time. Certificates of insurance naming the County of Rock and the Southern Wisconsin Regional Airport as additional insured shall be provided to the department for each required policy.

4.6 **Required FBO Services**

Each FBO shall be required to provide, at a minimum, the following services at the Airport:

a. Aircraft Fuel

- (1) Each FBO must provide the sale and into-plane delivery of common and recognized brands of aircraft fuels, lubricants and other aviation petroleum products. Each FBO shall provide, store, and dispense 100LL/AvGas and Jet-A aircraft fuel. All equipment used for the storage and/or dispensing of aircraft fuel must meet all applicable Federal, State, local laws, rules and regulations. The location of the aircraft fuel storage area shall be in conformance with the Airport's Master Plan and approved by the County.
- (2) Each FBO shall manage/and provide a stationary, secure aircraft fuel storage area encompassing a minimum of fourteen hundred (1,400) square feet, with safety features and filtration systems to ensure aircraft fuel quality. Each FBO shall ensure that all aircraft fuel is delivered clean, bright, pure and free of microscopic organisms, water, or other contaminants. Ensuring the quality of the aircraft fuel is the sole responsibility of the FBO.
- (3) The 100LL AvGas and Jet-A aircraft fuel storage area tanks shall each be a minimum of twelve thousand (12,000) gallon capacity, and the FBO shall also

provide adequate mobile or stationary dispensing equipment and two (2) or more personnel on duty fourteen (14) hours per day, five (5) days a week, and twelve (12) hours per day, two (2) days of the week, to serve the Airport's aircraft fuel demand. Filter-equipped Aircraft fuel dispensers with separate dispensing pumps and meter systems for each grade of aircraft fuel shall be provided. All metering devices must be inspected, checked and certified annually by appropriate local and State agencies. Aircraft fuel storage facility tanks shall meet all applicable Federal, State and local laws, and the Airport Rules and Regulations.

- (4) Each FBO, at its own expense, will maintain the aircraft fuel storage area, all improvements thereon, and all appurtenances thereto, in a presentable condition consistent with good business practices and in accordance with the appropriate rules, regulations and requirements at the time of construction and any mandated upgrades.
- (5) Each FBO shall provide two operating and fully functional aircraft fueling trucks containing a minimum capacity of twenty-five hundred (2,500) gallons for Jet-A and seven hundred fifty (750) gallons for 100LL fuel. Each aircraft fueling vehicle shall be equipped with metering devices that meet all applicable Federal, State, local laws, rules and regulations. One aircraft-fueling vehicle dispensing Jet-A aircraft fuel shall have over the wing and single point servicing capability and one truck shall be capable of dispensing 100LL fuel. Each fuel truck will be inspected and approved by the airport before being placed into service on the airport.
- (6) Each FBO shall operate an aircraft fuel storage area designed in accordance with all Environmental Protection Agency (EPA) and the State of Wisconsin regulations including proper aircraft fuel spill prevention features and containment capabilities. In addition, each FBO shall provide a current copy of their Aircraft Fuel spill prevention, countermeasures, and control plan (SPCC) to the Department thirty (30) days prior to commencing operations. DEP standards and inventory details will be provided to the Department when requested including total of gallons delivered by type and date.
- (7) Each FBO shall conduct the lawful, sanitary, and timely handling and disposal of all solid waste, regulated waste, and other materials including, but not limited to, sump aircraft fuel, used oil, solvents, and other regulated waste. The piling and storage of crates, boxes, barrels, containers, refuse, and surplus property is not permitted upon the leased premises.
- (8) The FBO shall develop and maintain SOP for aircraft fuel and ground handling operations and shall ensure compliance with standards set forth in FAA Advisory Circular 00-34, Aircraft Ground Handling and Servicing, as now or hereafter amended. The SOP shall address bonding and fire protection, public protection, control of access to the aircraft fuel storage facility, and marking and labeling of aircraft fuel storage tanks and fuel dispensing equipment, and shall be submitted to the Department prior to the FBO commencing fueling activities.

- (9) Additionally, each FBO shall comply with the Wisconsin Fire Prevention Code, FAA Advisory Circular 150/5230-4, Aircraft Fuel Storage, Handling, and Dispensing on Airports, Airport Rules and Regulations, and all other applicable Federal, State and local laws related to aircraft fuel handling, dispensing, sale and storage. Each FBO shall obtain all applicable aircraft fueling certifications and permits, and receive periodic refresher training as required. The County and/or the FAA may periodically conduct inspections of the FBO activities and facilities to ensure compliance with all applicable laws and regulations, and these Minimum Standards.
- (10) Each FBO shall provide an adequate supply of properly located, type, size and operable fire extinguishers and other safety equipment. All fire extinguisher certifications must be current. Fire extinguishers shall be maintained within all hangars, on apron areas, at aircraft fuel storage area, and on all ground handling and fueling vehicles as required by applicable State and local fire codes for the type of operations conducted.
- (11) Each FBO shall provide monthly aircraft fuel inventory reconciliation reports to the Department listing the total amounts of aircraft fuel delivered to the site. A copy of each bill of lading for each fuel delivery shall be delivered to the airport administration office on the day of delivery for each load of fuel received by all operators.

b. Commercial Self-Service Fueling

- (1) A FBO may provide commercial self-service fueling equipment in addition to the required aircraft fuel equipment set forth in Sections 4.6, A.1-11, with the prior written consent of the Department. Commercial self-service fueling equipment must be in compliance with all applicable Federal, State, local laws, rules and regulations and cannot be substituted for the required full-service aircraft fueling equipment set forth in Sections 4.6.A.1-11.
- (2) Any FBO authorized to provide commercial self-service fueling services at the Airport shall provide, at a minimum, 100LL aviation gasoline. The products and equipment must meet all applicable Federal, State, and local laws, rules, regulations, and requirements, including but not limited, to applicable FAA Advisory Circulars.
- (3) The aircraft fuel storage areas are the locations on the Airport designated temporarily or permanently by the Department as the only areas in which aircraft fuel may be stored.
- (4) The aircraft fuel storage and dispensing equipment shall meet all applicable Federal, State, local laws, rules, regulations and requirements, including, but not limited to, the State of Wisconsin Fire Prevention Code and FAA Advisory Circular 150/5230-4, as now or hereafter amended.

- (5) Each FBO providing the commercial self-service fueling services shall be knowledgeable of and comply with all Federal, State, and local environmental laws, and rules and regulations. Each FBO shall provide the Department with a current fuel spill prevention, countermeasures, and control plan (SPCCC) that contains methods and procedures to prevent, control, and clean up an aircraft fuel spill on Airport property.
- (6) Each FBO authorized to install and maintain a commercial self-service fueling system shall provide quarterly aircraft fuel inventory reconciliation reports to the Department listing the total amounts of aircraft fuel delivered to the site. The storage tank for this facility shall be a minimum of 12,000 gallons.

c. Aircraft Line Services

Each FBO shall provide necessary equipment, supplies, and two (2) trained employees for aircraft apron assistance, towing, parking, and tiedowns, within the leased premises. The trained employees may also serve as the required refuelers as stated in section 4.6.A.(3). Equipment shall be sufficient to facilitate the handling of aircraft up to and including small corporate jets as defined by FAA Category ARC C-III. Equipment shall consist of one (1) tug, one (1) ground power unit, one (1) universal tow bar, and one (1) tow bar with changeable heads for turbine aircraft. Recognizing that aircraft removal is the responsibility of the aircraft owner/operator, the FBO shall be prepared to lend assistance within thirty (30) minutes upon request in order to maintain the operational readiness of the Airport. The FBO shall prepare an aircraft removal plan and have the equipment available that is necessary to remove aircraft normally frequenting the Airport within two (2) hours following the incident or accident.

d. Passenger, Crew, and Aircraft Ground Services, Support and Amenities

Each FBO shall provide the following services and concessions inside the FBO terminal building located within the leased premises:

- (1) Customer service counter stocked with basic pilots supplies;
- (2) Public lounge and waiting area;
- (3) Flight planning work area with flight service station and weather service communication links;
- (4) Snack food and beverage machines; and
- (5) Local ground transportation contacts.

e. Airframe and Power Plant Maintenance

Each FBO or sublessee of FBO engaging in Airframe and Power Plant Maintenance shall:

- (1) Operate the service from a minimum of five thousand (5,000) square feet of ventilated hangar and shop space and have immediate access to customer lounge, public telephones, and restrooms.
- (2) Have an additional one thousand five hundred (1,500) square feet for management, record keeping and reception areas.
- (3) Employ and have on-duty a minimum of two (2) employees. One of the employees on-duty must be a FAA certified technician who possess an airframe, power plant, or aircraft inspector rating as specified in 14 CFR Part 65, as now or hereafter amended, or the maintenance facility shall be certified under and satisfy all the requirements as specified in 14 CAR Part 145, as now or hereafter amended.
- (4) Keep premises open and services available a minimum of eight (8) hours daily, five (5) days a week. A technician shall also be available twenty-four (24) hours a day, seven (7) days a week on-call for emergencies, with a response time of not more than two (2) hours. If more than one (1) airframe and power plant maintenance facility is located on the airport, this responsibility may be rotated on a mutually agreeable rotating on-call schedule.
- (5) Provide equipment, supplies and parts required for aircraft airframe, power plant, inspection, tire, battery, oxygen, and other routine Aircraft maintenance functions appropriate for the type of aircraft serviced.

f. Aircraft Storage Hangars

Each FBO or sublessee of FBO engaging in aircraft storage hangar activities shall

- (1) Lease the necessary amount of land to accommodate the proper quantity and required size of hangars. The minimum land area shall be at the sole discretion of the Department and shall be dependent upon the number and size of hangars proposed.
- (2) Each aircraft hangar must be a minimum of eight thousand (8,000) square feet with five hundred (500) square feet of office, and storage area.
- (3) Provide emergency contact name and phone numbers via posted informational sign at each FBO terminal.
- (4) Provide a listing of all Aircraft stored within the FBO's or sublessee's hangar facilities to the Department semi-annually.
- (5) Ensure that hangar tenants only perform preventive aircraft maintenance within the hangar on their own aircraft to the extent permitted in 14 CFR Part 43, as now or hereafter amended. Painting, welding, and any type of hazardous

material storage shall not be permitted within aircraft hangars unless authorized specifically by the Department in writing. The piling and storage of crates, boxes, barrels, containers, refuse, and surplus property shall not be permitted.

- (6) Provide a waste oil receptacle within the immediate vicinity of the hangar(s). This receptacle shall be capable of holding a minimum of fifty (50) gallons, have secondary containment protection and be emptied at regular intervals and be in compliance with all regulatory requirements as now or hereafter amended.
- (7) Have a minimum of two (2) trained personnel on duty during the operational hours.

4.7 Optional FBO Services

Each FBO may provide aeronautical activities at the Airport in addition to the required FBO services with the consent of the County, which may include, but are not necessarily limited to, the services listed below. Any FBO providing optional FBO services, either directly or through a sublessee or subcontractor, shall comply with the standards set forth in this Section 4.7, in addition to all other applicable Minimum Standards (See 5.1.1).

| Type of Activity | Minimum Office Space | Minimum Hangar Space |
|--|----------------------|----------------------|
| Flight Training | 550 | Not required |
| Air Charter or Taxi or Aircraft Management | 550 | Not required |
| Aircraft Rental | 550 | Not required |
| Avionics Sales and Maintenance | 550 | 1,500 |

a. Flight Training

Each FBO or sublessee of an FBO engaging in flight training services shall:

- (1) Operate the service from a minimum of five hundred and fifty (550) square feet of classroom and office space within the FBO’s leased premises and have immediate access to customer lounge, public telephones, and restrooms.
- (2) Employ and make available at least one (1) FAA certified flight instructor as necessary to meet the flight training demand and schedule requirements.
- (3) Own or lease two (2) or more airworthy aircraft necessary to meet the flight training demand and schedule requirements. Aircraft may be fixed or rotary wing.
- (4) Flight training operations shall include adequate mock-ups, pictures, slides, filmstrips, movies, videotapes, or other training aides necessary to provide proper and effective ground school instruction.

b. Air Charter or Taxi and Aircraft Management Operations

Each FBO or sublessee of FBO engaging in air charter or taxi or aircraft management operations shall:

- (1) Operate the service from not less than five hundred fifty (550) square feet of office space within the FBO's leased premises and have immediate access to customer lounge, public telephones, and restrooms.
- (2) Employ and make available at least two (2) employees who hold current FAA commercial pilot certificates and current Class I or II medical certificates. In addition, all flight personnel shall be properly rated for the aircraft operated.
- (3) Have dispatch capability within four (4) hours of a customer request.
- (4) Be open and services available five (5) days per week, eight (8) hours per day. Employ at least one (1) employee with experience and ability to provide charter quotes, schedule and dispatch support and customer service.
- (5) Own or lease or manage at least one (1) certified and continuously airworthy instrument qualified aircraft.
- (6) Have and display in the public office, a current 14 CFR Part 135 Air Taxi Certificate or provisional FAR Part 135 Certificate, in addition to, the aircraft identification page from the operating specifications manual of each aircraft listed on the certificate.
- (7) Have and display in the public office a current copy of 14 CFR Part 133 for rotorcraft operations detailing the external-loading requirements.
- (8) Aircraft management activities must be operated in accordance with the provision as specified in 14 CFR Part 91 as now or hereafter amended.

c. Aircraft Rental

Each FBO or sublessee of FBO engaging in aircraft rental services shall:

- (1) Operate the service in a minimum of five hundred fifty (550) square feet of office space within the FBO's leased premises and have immediate access to customer lounge, public telephones, and restrooms.
- (2) Employ and have on duty at least two (2) employees having a current commercial pilot certificate with appropriate ratings, including instructor rating.
- (3) Keep the premises open and services available a minimum of eight (8) hours per day, six (6) days a week.

- (4) Have available for rental or use in flight training, either owned or leased and under exclusive control of commercial operator, a minimum of two (2) certified and airworthy aircraft.

d. Avionics Sales and Maintenance

Each FBO or sublessee of FBO engaging in avionics sales and maintenance shall:

- (1) Operate the service in a minimum of five hundred and fifty (550) square feet of space for operations, bench testing and administration within the FBO's leased premises have immediate access to customer lounge, public telephones, and restrooms.
- (2) Have an additional one thousand five hundred (1,500) square feet of hangar space to work on aircraft.
- (3) Employ and have on duty at least one (1) trained and FAA certified technician (airframe rated).
- (4) Keep premises open and services available a minimum of eight (8) hours a day, five (5) days a week.
- (5) Having the appropriate FAA repair station certificates for the types of equipment serviced and/or installed is preferred.

SECTION 5 SPECIALIZED AVIATION SERVICE OPERATIONS (SASO)

5.1 General Requirements

5.1.1 Compliance

In addition to the general requirements set forth in Sections 2 and 3, SASOs leasing Airport property directly from the County shall be required to comply with applicable Minimum Standards as set forth in this Section 5. A SASO leasing Airport property as a sublessee of an FBO shall be required to comply with all the Minimum Standards as set forth in Section 4 above, in addition to the general requirements set forth in Sections 2 and 3. SASOs shall not be permitted to provide commercial aircraft fueling services.

5.1.2 Leased Space Requirement

| Type of Activity | Minimum Office Space | Minimum Hangar Space | Total Building Space | Minimum Land Lease |
|--|----------------------|----------------------|----------------------|--|
| Flight Training | 1,500 square feet | Not Required | 1,500 square feet | 5,000 square feet |
| Airframe and Powerplant Maintenance | 1,500 square feet | 5,000 square feet | 6,500 square feet | 10,000 square feet |
| Air Charter or Taxi or Aircraft Management | 1,500 square feet | Not Required | 1,500 square feet | 5,000 square feet |
| Aircraft Rental | 1,500 square feet | Not Required | 1,500 square feet | 5,000 square feet |
| Avionics Sales and Maintenance | 1,500 square feet | 8,000 square feet | 9,500 square feet | 20,000 square feet |
| Aircraft Storage Hangar | 500 square feet | 3,000 square feet | 3,500 square feet | 10,000 square feet |
| Aircraft Sales | 1,500 square feet | Not Required | 1,500 square feet | 5,000 square feet |
| Aircraft Restoration or Refurbishing | 1,500 square feet | 10,000 square feet | 11,500 square feet | 20,000 square feet |
| Specialized Flying Services | 1,500 square feet | Not Required | 1,500 square feet | 5,000 square feet |
| Light Sport Aircraft Services | 500 square feet | 2,000 square feet | 2,500 square feet | 10,000 or 5,000 for a start up company |

5.1.3 Responsible Personnel

Each SASO shall have at least the number of employees as specified below on duty at all times during hours of operation, and provide to the County a current written statement of the names, addresses, telephone numbers and other necessary contact information for all personnel responsible for the operation and management of the SASO. In addition, the Airport shall be provided a point-of-contact with phone numbers for emergency situations.

5.1.4 Insurance Requirements

Each SASO shall maintain the types and amounts of insurance required by the County. Insurance policies shall name the County of Rock and the Southern Wisconsin Regional Airport as additional insured in the manner specified by the County, and the County shall have the right to modify and/or change the insurance requirements from time to time. Certificates of insurance naming the County of Rock and the Southern Wisconsin Regional Airport as additional insured shall be provided to the Airport for each required policy.

5.2 Flight Training

SASOs engaging in flight training services shall:

- a. Lease not less than five thousand (5,000) square feet of land for offices, apron, aircraft parking, auto parking and green space.
- b. Operate the service from a minimum of one thousand five hundred (1,500) square feet of classroom and office space on the Airport and have immediate at a minimum; customer lounge, public telephones, and restrooms.
- c. Employ and make available at least one (1) employee that is FAA certified flight instructor necessary to meet the flight training demand and schedule requirements.
- d. Own or lease two (2) or more airworthy aircraft necessary to meet the flight training demand and schedule requirements. Aircraft may be fixed or rotary wing.
- e. Include adequate mock-ups, pictures, slides, filmstrips, movies, videotapes, or other training aides necessary to provide proper and effective ground school instruction. All materials shall meet FAA requirements for the training offered.
- f. Lease or sublease space to comply with the City of Janesville parking requirements.
- g. Keep premises open and services available a minimum of eight (8) hours a day, six (6) days a week.

5.3 Airframe and Power Plant Maintenance

SASOs engaging in Aircraft Airframe and Power Plant Maintenance shall:

- a. Lease not less than fifteen thousand five hundred (15,500) square feet of land for offices, apron, aircraft parking, auto parking and green space.
- b. Operate the service from a minimum of three thousand six hundred (3,600) square feet of ventilated hangar and shop space and seven hundred fifty (750) square feet of office space on the Airport and provide a customer lounge, public telephones, and restrooms.
- c. Employ and have on-duty a minimum of two (2) employees. One of the employees on-duty must be a FAA certified technician who possesses an airframe, power plant, or aircraft inspector rating as required in 14 CFR Part 65, as now or hereafter amended, or the maintenance facility must be certified under 14 CFR Part 145, as now or hereafter amended.
- d. Keep premises open and services available a minimum of eight (8) hours per day, five (5) per week. A technician shall also be available on-call twenty-four (24) hours, seven (7) days for emergency purposes only. If more than one (1) maintenance facility is located on the airport the on-call responsibility may be rotated on a mutually agreeable schedule.

- e. (5) Provide equipment, supplies and parts required for aircraft airframe, power plant, inspection, tire, battery, oxygen, and other routine Aircraft maintenance functions.

5.4 Air Charter or Taxi or Aircraft Management Operations

SASOs engaging in air charter or air taxi or aircraft management operations shall:

- a. Lease not less than fifteen thousand (15,000) square feet of land for offices, apron, aircraft parking, auto parking, and green space.
- b. Operate the service from a minimum of three thousand six hundred (3,600) square feet of floor space for aircraft storage and at least seven hundred fifty (750) square feet of office space on the Airport and provide a customer lounge, public telephones, and restrooms.
- c. Employ and make available at least one (1) employee who holds a current FAA commercial pilot certificate, current Class I or II medical certificate. In addition, all flight personnel shall be properly rated for the aircraft operated. The SASO shall have dispatch capability within four (4) hours of a customer request. Employ at least one (1) employee with experience and ability to provide charter quotes, schedule and dispatch support and customer service.
- d. Own or lease or manage at least one (1) certified and continuously airworthy instrument qualified aircraft.
- e. Have and display in the public office, a current 14 CFR Part 135 Certificate or provisional 14 CFR Part 135 Certificate, in addition to, the aircraft identification page from the operating specifications manual of each aircraft listed on the certificate.
- f. Have and display in the public office a current copy of 14 CFR Part 133 for rotorcraft operations detailing the external-loading requirements.
- g. Aircraft management activities must be operated in accordance with the provision as specified in 14 CFR Part 91 as now or hereafter amended.

5.5 Aircraft Rental

SASOs engaging in aircraft rental services shall:

- a. Lease not less than fifteen thousand (15,000) square feet of land for offices, apron, aircraft parking, auto parking and green space.
- b. Operate the service in a minimum of three thousand six hundred (3,600) square feet for aircraft storage and at least five hundred (500) square feet of office space on the Airport and provide a customer lounge, public telephones, and restrooms.
- c. Employ and have on duty at least two (2) employees having a current commercial pilot certificate with appropriate ratings, including instructor rating.

- d. Keep premises open and services available a minimum of eight (8) hours per day, six (6) days a week.
- e. Have available for rental, a minimum of two (2) owned or leased, certified, and airworthy aircraft.

5.6 Avionics Sales and Maintenance

SASOs providing avionics sales and maintenance shall:

- a. Lease not less than twenty thousand (20,000) square feet of land for offices, Apron, Aircraft parking, auto parking and green space.
- b. Operate the service in a minimum of eight thousand (8,000) square feet of hangar and shop space, and no less than one thousand five hundred square feet (1,500) of office space on the Airport and provide a customer lounge, public telephones, and restrooms.
- c. Employ and have on duty at least one (1) trained and FAA certified airframe technician and one (1) administrative or customer service employee.
- d. Provide for the sale of new or used aircraft avionics, radios, instruments, and accessories.
- e. Keep premises open and services available a minimum of eight (8) hours per day, five (5) days a week.
- f. Hold the appropriate FAA repair station certificates for the types of equipment the SASO plans to service and/or install.

5.7 Aircraft Storage Hangars

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

- a. Lease not less than twenty thousand (20,000) square feet of land for offices, apron, aircraft parking, auto parking and green space.
- b. Operate the business in a hangar of no less the eight thousand (8,000) square feet of hangar and not less than five hundred (500) square feet of office space on the Airport office and aircraft storage space on the Airport and provide a customer lounge, public telephones, and restrooms.
- c. Provide SASO contact name and phone numbers, hangar availability, and rental rates known to prospective customers via posted informational sign inside the Airport terminal.
- d. Provide a list of the based aircraft stored within the SASO hangar facilities to the County semi-annually.

- e. Keep premises open and services available a minimum of eight (8) hours per day, five (5) days per week.
- f. Ensure that hangar tenants only perform preventive aircraft maintenance within the hangar on their own aircraft to the extent permitted in 14 CFR Part 43, as now or hereafter amended. Painting, welding, and any type of hazardous material storage shall not be permitted within aircraft hangars unless authorized by the County in writing. The piling and storage of crates, boxes, barrels, containers, refuse, and surplus property shall not be permitted.
- g. Provide a waste oil receptacle within the immediate vicinity of the hangar(s). This receptacle shall be capable of holding a minimum of fifty (50) gallons, have secondary containment protection, and be emptied at regular intervals, and be in compliance with all regulatory requirements, as now or hereafter amended.
- h. All aircraft handling personnel shall be trained in the safe and proper handling, of aircraft towing and movement. Acceptable training shall be NATA Safety 1st or an equivalent training program. SASO shall have at least two (2) trained employees on duty at all times.

5.8 Aircraft Sales

SASOs engaging in new and/or used aircraft sales shall:

- a. Lease not less than fifteen thousand (15,000) square feet of land for offices, apron, aircraft parking, auto parking and green space.
- b. Operate the service in a minimum of three thousand six hundred (3,600) square feet for aircraft storage and five hundred (500) square feet of office space on the Airport and provide a customer lounge, public telephones, and restrooms.
- c. SASO must lease or sublease space to comply with the vehicle parking requirements of Rock County, as now or hereafter amended, or other applicable laws.
- d. Employ and have on duty at least one (1) qualified aircraft salesperson and access to a demonstration pilot that has a current commercial pilot certificate with appropriate aircraft type ratings.
- e. Keep premises open and services available a minimum of eight (8) hours per day, five (5) days per week.

5.9 Aircraft Restoration and Refurbishing

SASOs engaging in aircraft restoration and refurbishing of aircraft structures, propellers, accessories, interiors, exteriors, and components shall:

- a. Lease not less than twenty thousand (20,000) square feet of land for offices, ramp, aircraft parking, auto parking and green space.
- b. Operate the service in a minimum of one thousand five hundred (1,500) square feet of office space and provide a customer lounge, public telephones, and restrooms and ten thousand (10,000) feet of ventilated hangar space on the Airport.
- c. Employ and have on duty at least two (2) qualified employees that have current required certificate, licenses, and ratings.
- d. Keep premises open and services available a minimum of eight (8) hours per day, five (5) days per week.

5.10 Specialized Flying Services

SASOs engaging in specialized flying services shall:

- a. Lease not less than five thousand (5,000) square feet of land for offices, apron, aircraft parking, auto parking and green space.
- b. Operate the service from a minimum of one thousand five hundred (1,500) square feet of office space on the Airport and provide a customer lounge, public telephones, and restrooms.
- c. Employ and make available at least one (1) employee who holds a current FAA commercial pilot certificate and medical certificate with ratings appropriate for the operator's Aircraft.
- d. Provide contact information (i.e. telephone, pager, etc.) And have services available within four (4) hours of request, and keep the premises open eight (8) hours per day, five (5) days per week.
- e. Own or lease at least one (1) airworthy aircraft.

5.11 Light-Sport Aircraft Service Provider

SASO's engaging in light-sport aircraft services shall:

- a. Lease not less than the number of feet of land for offices, apron, aircraft parking, auto parking, and green space as designated in 5.1.2.
- b. Operate the service from the required number of square feet of office space on the airport as designated in 5.1.2.
- c. Employ at least one employee to meet customer demands. A minimum of one employee will hold an FAA certificate (A&P, Repairman, Pilot, and/or Instructor) appropriate to the services provided.

- d. Provide contact information (i.e., telephone, pager, etc.) to the Department and have services available within a set number of days and hours per those approved in the lease.

SASO's engaging in light-sport aircraft service shall provide one or more of the following:

- a. Provide light-sport aircraft flight instruction or rental. Must own or lease at least one (1) airworthy aircraft appropriate for the level of service provided.
- b. Provide retail aircraft fueling facilities at the airport. As a minimum, provide at least one fully functioning fuel pump containing unleaded auto fuel (ASTM D4814) or avgas (ASTM 6227) light-sport approved fuels. The fuel may be obtained from off-airport fuel vendors who meet appropriate unleaded ASTM specifications. Other avgas and turbine fuels will be provided only by the airfields full-service FBO's. Will comply with paragraph 4.6a(6)-(11) of this Minimum Standards document. Any and all fuel equipment and or installations will be approved by the Director or his/her designee.
- c. Provide light-sport aircraft maintenance.
- d. Provide light-sport aircraft sales.
- e. Provide light-sport aircraft construction.
- f. Provide light-sport aircraft avionics sales and service.
- g. Provide light-sport aircraft storage hangers.
- h. Provide light-sport aircraft restoration and/or refurbishing.
- i. Provide basic pilot supplies, a flight planning area with weather service and communications links, a snack food and beverage machine area and contacts for local ground transportation and restaurants.
- j. Provide a customer lounge, public telephones, and restrooms.

SECTION 6 FLYING CLUBS

6.1 Requirements

The airport has the right to require a flying club to furnish documents such as insurance policies, club by-laws, meeting minutes and notifications, and a current list of members to ensure that the club remains a non-commercial and non-profit organization. Each flying club shall be required to provide the County with indemnification and insurance at the limits and types determined by the County's Risk Management Department.

- 6.1.1 No member (owner) of a flying club shall receive compensation for services provided for such flying club or its members (owners) unless such member is an authorized commercial operator with the County.

- 6.1.2 Flying club members aircraft shall not be used by non-members.
- 6.1.3 No member (owner) shall use flying club aircraft in exchange for compensation.
- 6.1.4 Flying club members (owners) shall file and keep current with the County a complete membership (owner) list and the investment share held by each member.

SECTION 7 SELF-FUELING OPERATORS

7.1 Requirements

A self-fueling operator, as a condition of being permitted to operate at the Airport shall

- a. Lease a minimum of 30,000 square feet of ground space.
- b. Provide a building with a minimum of 3,600 square feet of floor space for aircraft storage, office, and restrooms, all properly heated and lighted.
- c. Lease aircraft parking ramp area adequate for operation to accommodate aircraft movement from the Operator's building to the taxiway or the access to the taxiway that has been provided for the Operator.
- d. Provide paved vehicle parking (5-10) within the leased area adequate for operations.
- e. Provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office.
- f. Provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's land or buildings to the taxiway or to the access to the taxiway that is provided by owner.
- g. Provide at least 12,000 gallons of fuel storage for each type of fuel.
- h. Provide metered, filter-equipped dispenser, fixed or mobile, which meets all Federal, State and local laws, rules and regulations for the dispensing of fuel.
- i. All locations and types of fuel storage must be approved by the Rock County Public Works Committee.
- j. Employ trained personnel approved for the dispensing of aviation fuel in accordance with F.A.A. guidelines.
- k. A fuel flowage fee will be paid by operator on the 15th day of each month for each gallon of gasoline, lubricants, and aviation fuel dispensed during the preceding month.
- l. The Rock County Public Works Committee establishes the Fuel Flowage Fees and the Committee reserves the right to reasonably adjust the fees from time to time.

- m. Operator will remit to the Airport Director's Office, at time of delivery, a copy of the delivery invoice as provided by the supplier, showing the date of delivery, type of fuel, and the number of gallons.
- n. Failure to submit report of fuel delivered and/or failure to pay Fuel Flowage Fees may subject the operator to termination of fueling privileges or require the operator to pay Fuel Flowage Fees upon delivery from supplier.
- o. Use leased premises and provide commercial services in accordance with any other applicable Federal, State or local law, rule or regulation.

7.2 Insurance Policies

Operator shall procure and maintain, during the term of any lease or agreement the insurance policies hereinafter specified. Said policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Insurance Department of the State. Operator shall furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of County as an "additional insured", and proof of payment of premium to the Airport Director for approval. The insurance policy or policies shall contain a clause that in the event that any policy issued is cancelled or terminated for any reason, or any material changes are made therein, the Airport Director will be notified, in writing, by the insurer at least fifteen (15) days before any cancellation, termination or change takes effect. If for any reason, the insurance coverage required herein lapses, Rock County Public Works Committee may declare the lease or agreement null and void as of the date no valid insurance policy was in effect. Certificates of policy renewals shall be furnished to the Airport Director throughout the term of lease.

The Following insurance coverages shall be obtained and continue in effect during the term of the lease or agreement in not less than the amounts specified:

- a. Worker's Compensation – Statutory – in compliance with the Worker's Compensation Law of the State of Wisconsin;
- b. General liability insurance with a minimum limit of One Million (\$1,000,000.00) Dollars per occurrence having the following coverages:
 - (1) Premises and Operations, including hangar keepers;
 - (2) Independent Contractor and Subcontractors;
 - (3) Products and completed operations;
 - (4) Contractual; and,
 - (5) Death and personal injury.

- c. Where aviation fuel or other petroleum product is dispensed on leased premises, environmental liability (pollution) insurance coverage, with a minimum limit of One Million (\$1,000,000.00) Dollars, is required, including third party bodily injury and property damage protection and resulting cleanup, as a consequence of fuel spill, overfill, leak accident or other event from underground/aboveground storage tanks or fueling or petroleum dispensing trucks.

SECTION 8 THROUGH-THE-FENCE AGREEMENTS

The Federal Aviation Administration (FAA) in Order 5190.6B recommends that airport owners refrain from entering into through-the-fence agreements. This Wisconsin Department of Transportation Bureau of Aeronautics supports the FAA recommendation.

SECTION 9 AIRPORT SECURITY

The Airport Security Program as written and amended addresses Federal Aviation Administration requirements for airport security. Airport security at Southern Wisconsin Regional Airport is dependent upon the cooperation of all users of the Airport. For the purposes of the Minimum Standards for Southern Wisconsin Regional Airport, compliance with the Airport Security Program is required. Requirements include but are not limited to:

- a. FBO and SASO tenants shall provide a list of contact people and phone numbers to the airport administration office for emergency purposes.
- b. A current list of employees who access the airfield shall be provided to the Airport office.
- c. A list of subtenants and contact numbers shall be provided to the Airport office.
- d. All tenants shall insure that unattended vehicles, aircraft, buildings, and other equipment are locked. Outdoor lighting in tenant's control should be in good operating condition.
- e. Gates not actively in use shall be closed and locked. If any gate located within a tenants leased area is found open and not actively in use and security is breached through the tenant's neglect, the tenant shall pay to Southern Wisconsin Regional Airport all costs associated with the security breach, including, but not limited to fines, legal costs, equipment replacement, and repair of damage.
- f. All tenants/users should be alert to unusual or strange activity in the vicinity of the aircraft operating area.
- g. All tenants will comply with the requirements of the Transportation Security Administration requirements as now and hereinafter amended.

RULES AND REGULATIONS

**Southern Wisconsin
Regional Airport
Rock County, Wisconsin**

PREFACE

In order to assure the safe and efficient operation of Southern Wisconsin Regional Airport, the County of Rock has adopted the following rules and regulations.

All rules and regulations enacted by the Federal Aviation Administration relative to airpersons, aircraft, and air traffic now in effect, or any amendments adopted in the future, are hereby adopted by reference and made a part of these regulations as fully as if the same and each and all of them as completely set forth herein.

Copies of these rules are distributed to all regular airport users. Copies are available from the Airport office upon request.

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I. INTRODUCTION

1.1 APPLICABILITY

The standards set forth herein shall be applicable and strictly observed by, and are incumbent upon all users of, and persons on, any part of the property comprising the Airport. Tenant organizations shall be responsible for the accessibility to and compliance with these standards by all guests or employees.

These rules and regulations are not intended to amend, modify or supersede the Minimum Standards of Southern Wisconsin Regional Airport, any provision of Federal, State or local law, or any specific contractual agreement with the County of Rock, Wisconsin, with which they may conflict, provided, however, that these regulations shall, insofar as possible, be interpreted so that no such conflict shall exist. These regulations may, from time to time, be amended, changed, or modified by action of the Rock County Board of Supervisors. Fourteen days advance notice of proposed changes shall be given to any party who so requests notice.

1.2 DEFINITIONS

The words and phrases used in these regulations shall, for the purpose of the same, be construed as set forth below unless the context requires otherwise.

- a. Words imparting the singular include the plural.
- b. Words imparting the masculine gender include the feminine.
- c. "Shall" is always mandatory, not permissive.
- d. "May" is always permissive.
- e. "Includes" means includes, but is not limited to.
- f. "Aeronautical activity" (or "Aeronautical Activities" or "Activity" or "Activities") means any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of Aircraft, or another Aeronautical Activity, or which contributes to or is required for the safety of such operations. Aeronautical Activities include, but are not limited to, sale of Aircraft Fuel and/or lubricants; passenger, crew, and Aircraft good services; support and amenities; Tiedown, Aircraft Storage/hangar, Aircraft parking, office, and shop rental/subleasing; Airframe and Power Plant Maintenance; Avionics Sales and Maintenance; Aircraft Rental; Flight Training; Air Charter, Taxi; Aircraft Management Operations; Aircraft Sales; sightseeing aerial photography; aerial spraying and agriculture aviation services; aerial advertising; aerial surveying; and any other Activities, which in the judgment of the County, because of their direct relationship to the operation of the Aircraft or the Airport, can appropriately be regarded as an "Aeronautical Activity."

Air Operations Area: Any area of the Airport used or intended to be used for landing, taking off or surface maneuvering of aircraft.

Aircraft: Means any contrivance now known or hereafter invented which is used or designed for navigation of or flight in air, except a parachute or other contrivance designed for such navigation but used primarily for safety equipment. This includes, but is not limited to, airplanes, airships, balloons, dirigibles, rockets, helicopters, gliders, gyrocopters, ground-effect machines, sailplanes, amphibians, ultra lights and seaplanes.

Aircraft Engine: An engine that is used, or intended to be used, in propelling aircraft, including appurtenances and accessories (except propeller) necessary for its functioning.

Airport: Any land used or intended to be used for aeronautical purposes, air navigational facilities, or related uses, including buildings located thereon, right, title or interest therein, whether now in existence or hereafter acquired and under control of the County of Rock, Wisconsin.

Airport Management: Any person appointed by Rock County, Wisconsin to have immediate supervision of the administration and operation of the Airport.

Commercial Operation: Means any activity (including Aeronautical Activities) conducted at or on the Airport by any Entity in which:

- a. the exchange, trading, buying, or selling of commodities, goods, services or property of any kind at the Airport; or
- b. engaging in any activity (including Aeronautical Activities) on the Airport for the purpose of securing revenue, earnings, income, and/or compensation, whether or not such revenue, earnings, and/or compensation are ultimately exchanged, obtained, or transferred; or
- c. the offering or exchange of a product, service, or facility on the Airport as part of other revenue, earnings, income, and/or compensation producing activity on or off the Airport.

Fireproof: The capability of materials and parts used to confine fire in a designated fire zone to withstand heat at least as well as steel, in dimensions appropriate for the purpose for which they are used, under the most severe conditions of fire and duration likely to occur in that zone.

Flammable: The susceptibility of a material, fluid, or gas to ignite readily or to explode.

Movement Area: The runways, taxiways and other areas of an airport which are utilized for taxiing, take-off and landing of an aircraft, exclusive of loading ramps and parking areas.

Operate: With respect to aircraft, shall mean use, cause to use, or authorize to use aircraft for the purpose of air navigation, including the piloting of aircraft, with or without the right of legal control (as owner, lessee, or otherwise).

Person: Shall mean any individual, firm, partnership, cooperation, company, association, joint stock association, or governmental entity, and shall include any agent, trustee, receiver, assignee, or similar representative of any of the above.

Permission or Permit: Shall mean permission granted by Airport Management, unless otherwise herein specifically provided. Permission or permit, whenever required by these regulations shall always mean written permission, except that verbal permission in specific circumstances where the obtaining of written permission would not be practicable.

Ultralight Vehicle: A lightweight flying machine as defined in FAR Part 103. This vehicle is not considered to be a general aviation aircraft as defined here; however, operation of an ultralight is considered an aeronautical activity.

II. GENERAL STANDARDS

2.1 **ADVERTISING**

No person, who is not a tenant at the Airport, shall post, distribute, or display signs, advertisements, circulars, printed or written matter at the Airport except with the approval of and in such manner as may be prescribed by Airport Management. All signs located on airport property are required to comply with Rock County Ordinance 96-8A-054 Chapter 3 and City of Janesville Chapter 14.08. All signs are to have permits as required by the above-mentioned ordinances.

2.2 **AIRPORT SECURITY**

Rock County Sheriff's Department deputies have the authority to enforce all applicable laws at Southern Wisconsin Regional Airport. City ordinances within the city limits of Janesville are enforced by the Janesville Police Department.

2.3 **ASSUMPTION OF RISK BY USERS**

The privilege of using the Airport and its facilities shall be conditioned on the assumption of responsibility of risk by the users thereof. The County shall not accept responsibility for the negligence of tenants, subcontractors, visitors, or other users.

2.4 **CONDUCT OF BUSINESS**

No person shall utilize the Airport as a base or point of operation for the purposes of engaging in commercial operations of any nature without securing an appropriate agreement for such activities from the County of Rock and paying the rates and charges prescribed for such use. A person not authorized, or one in default under a tenancy agreement, shall not serve or otherwise accommodate the public or carry on any commercial activities on the Airport.

2.5 **NON-DISCRIMINATION**

All Commercial Operators using the Airport shall furnish their services on a fair, equal and non-discriminatory basis: Commercial Operators will not, on the grounds or religion, race, color or national origin, sex, age, height, weight, marital status, or handicap discriminate or permit discrimination against any person, or groups of persons in a manner prohibited by Title VI of the Civil Rights Act of 1964; or by Part 15 of the Federal Aviation Regulations. Airport Management shall have the right to take such action as the Federal Government may direct to enforce this obligation.

2.6 **DEATH OR INJURY**

Any serious injury or death occurring on the Airport, the reporting of which is not otherwise provided for in these regulations, shall be reported to the Airport Management or Rock County Sheriff's Department as soon as practicable.

III. AIRCRAFT OPERATIONS

3.1 **AUTHORITY TO RESTRICT OPERATIONS**

Airport Management shall have the authority to close the Airport or any portion thereof to air operations, except for emergency landings, whenever such action is necessary to avoid endangering persons or property. Airport Management shall have the right to deny the use of the Airport or any portion thereof to any specific aircraft or to any specific class of aircraft, if in its opinion such use would likely endanger persons or property or violate State, Federal, or local laws and ordinances, or when so instructed by the Federal Aviation Administration.

3.2 **CONFINEMENT OF OPERATIONS**

No person may operate an aircraft on the Airport except on an approved runway without Airport Management concurrence. No person may use a taxiway on the Airport for a take-off or landing without Airport Management concurrence.

3.3 **COMPLIANCE WITH REGULATIONS**

No person shall operate any aircraft on the Airport other than in conformity with current Federal Aviation Administration, or other Federal, State or Local rules, regulations, ordinances, statues or laws. The current provisions of Federal Air Regulation Part 91, as may be amended, shall govern the movement of air traffic on and in the vicinity of the Airport.

3.4 **AIRCRAFT OPERATION**

No aircraft shall be operated on the Airport in a careless or negligent manner or in disregard of the rights and safety of others, or without due caution, or at a speed

or in a manner which endangers persons or property unreasonably, or while the pilot, or any other persons aboard controlling any part of the operation thereof, is under the influence of intoxicating liquor, or any narcotic or habit-forming drug.

3.5 TAXIING AIRCRAFT

All aircraft being taxied, towed or otherwise moved shall be under full control and shall move or be moved at a reasonable speed. During any aircraft movement on the public landing area, the terminal apron, the general aviation area or taxiways there shall be a competent person attending the controls. Aircraft shall not be taxied in or out of hangars. Aircraft not equipped with adequate brakes may not be taxied within 50 feet of buildings, parked aircraft, or equipment, unless an attendant is at a wing of the aircraft to assist the pilot.

3.6 STARTING AIRCRAFT ENGINES

No person may start or run an engine of an aircraft on the Airport unless there is a competent person at the engine controls, and unless blocks have been placed in front of the wheels, the aircraft has adequate brakes, or other adequate securing procedure is employed. No person shall run an aircraft engine of an aircraft parked on the Airport in a manner that endangers any persons or property or that blows debris across taxiways or runways, into hangars, buildings, or aircraft, or otherwise endangers the safety of operation on the Airport.

3.7 AIRCRAFT PARKING

No person may park an aircraft in an area other than that prescribed by Airport Management. Except in emergency, no person may enplane or deplane passengers in an area that has not been designated for that purpose.

3.8 WEIGHT LIMITATION

No aircraft shall land, take off or taxi at the Southern Wisconsin Regional Airport with passengers, cargo, fuel, and equipment etc. that has an actual gross weight that exceeds the limits as listed below.

| | Single | Dual | Single Tandem | Dual Tandem |
|--------------|--------|---------|---------------|-------------|
| Runway 04-22 | 95,000 | 130,000 | 65,000 | 230,000 |
| Runway 14-32 | 85,000 | 190,000 | 175,000 | 400,000 |
| Runway 18-36 | 40,000 | 50,000 | | 80,000 |

Taxiways "B", "D" and aprons southeast of the terminal building have wheel load limits equal to Runway 14-32. Information for all other aprons is available from the Airport Director.

3.9 **AIRCRAFT TIEDOWN**

It shall be the responsibility of the aircraft owner or operator to ensure the adequacy of tie-down ropes and methods provided by and conducted by the operator used in securing aircraft parked on the Airport.

3.10 **DERELICT AIRCRAFT**

Any aircraft parked on public aircraft apron for a period in excess of sixty (60) days and not flown during that period of time shall be declared a derelict unless arrangements for extended parking have been made by the owner with Airport Management. Upon demand made by the Airport Director to the owner or operator of any abandoned or disabled or derelict aircraft or parts thereof, wrongfully, improperly or otherwise left upon Airport property, it shall be the duty of said owner or operator to remove the same at his/her own expense. If within 30 days after such demand, said owner or operator fails or refuses to remove such aircraft, the Airport Director shall cause the same to be impounded and stored. The cost of such removal and storage shall be a charge against the owner or operator.

3.11 **LIABILITY FOR DAMAGES**

The cost for repair of damage to lighting or other Airport facilities shall be borne by the operator, pilot or persons causing the damage.

3.12 **INTERFERING OR TAMPERING WITH AIRCRAFT**

No person may interfere with any aircraft or put in motion the engine of such aircraft, or use any aircraft, aircraft parts, instruments or tools, without permission of the owner.

3.13 **AIRCRAFT FUELING**

No Person may fuel a general aviation aircraft at the Airport unless said fuel is delivered by a commercial or self-fueling operator who meets the airport's accepted minimum standards and who is qualified to engage in such an activity safely.

IV. MOTOR VEHICLE STANDARDS

4.1 **GENERAL**

The laws of the State of Wisconsin and the County of Rock relating to the operation of motor vehicles on streets and public highways shall apply, where applicable, to the operation of motor vehicles on the Airport. No person may operate any motor vehicle on unleased Airport areas, movement, and non-movement areas unless that person has

successfully passed the Airport Driver's Safety Course. Exceptions will be granted for those individuals needing access to either a t-hangar, an aircraft located in a tie down area or may be approved by Airport Management.

4.2 **AUTHORIZED VEHICLES**

Only those vehicles authorized by airport Management such as commercial tenant vehicles or emergency vehicles shall be permitted to operate within the air operations area. The responsibility for the escort of vehicles shall be solely with the tenant being served.

4.3 **SPECIAL AIRFIELD OPERATING RULES**

Only cars, trucks, and equipment of Rock County, the Commercial Aeronautical Operators, the Federal Aviation Administration, and persons designated by Airport Management will be allowed to drive on the movement areas of the airport including runways and taxiways. Vehicles operating on any aircraft movement area shall give way to taxiing aircraft, stop and wait for such aircraft to pass or park before proceeding unless otherwise directed by Air Traffic Control personnel. When parking adjacent to a runway, all vehicles must park parallel to the runway and at least 100 feet to the outboard of the runway lights, unless such runway is officially closed or maintenance requirements dictate otherwise.

4.4 **RULES OF OPERATION**

The following general standards shall apply in addition to Federal Aviation Administration Regulations regarding the use and configuration of vehicles on an aircraft movement area:

- a. No person shall operate a motor vehicle of any kind on the Airport in a careless, reckless or negligent manner in excess of 5 mph on ramps or within close proximity to aircraft, or 35 mph on perimeter and service roads. The movement of motor vehicles shall be limited to hard surface areas except when authorized by Airport Management.
- b. Aircraft shall at all times have the right-of-way over vehicular traffic. All vehicles shall pass to the rear of taxiing aircraft.

4.5 **EMERGENCY VEHICLE RIGHT-OF-WAY**

Upon the approach of a police, ambulance, fire-rescue or other emergency vehicle giving an audible or visual signal that it is on an emergency call, persons operating another vehicle shall stop clear of all intersections until the emergency vehicle has stopped or passed.

4.6 **PARKING**

No automobile, truck or other vehicle shall park in any area other than the prescribed parking areas. The laws of Rock County governing illegal parking shall be applicable. The following rules shall govern parking of vehicles on the Airport:

- a. No person may double park on any road.
- b. No person may park in a pedestrian crosswalk.
- c. No person may park a motor vehicle within 15 feet of a fire hydrant.
- d. No person may park a motor vehicle at any place in violation of any official restricting or prohibiting sign posted by Airport Management.
- e. Except with respect to leased premises, fuel trucks shall be parked a minimum of 25 feet from any taxiway, 200 feet from any runway and 50 feet from a building.
- f. Operators of ground vehicles specifically authorized to carry passengers for hire shall load only at the location designated by Airport Management.
- g. Tenants occupying individual hangars (T-hangars) are prohibited from parking ground vehicles more than 15 feet from said building but are permitted to park their vehicles within occupied T-hangars while aircraft is being flown by the tenant.
- h. The Airport Director may remove from any area of the Airport, any vehicle which is disabled, abandoned, parked in violation, or which represents an operation problem to any area of the Airport, at the owner's expense and without liability for accidental damage which may result in the course of such action.

4.7 **ACCIDENT REPORTING**

Any accident involving a motor vehicle and aircraft, however slight the damage, or any other motor vehicle accident on the Airport that results in personal injury, or in property damages of more than \$100.00, shall be reported by the Operators of the vehicle or aircraft to Airport Management as soon as possible after the accident.

4.8 **VIOLATIONS**

Airport Management may cause to be towed away or otherwise move any motor vehicle on the Airport that is operated or parked in violation of these regulations. The Rock County Sheriff's Department may be called to enforce these standards. Any person found to be in violation of vehicular traffic or parking regulations as specified herein may be denied permission by the Airport Director to operate a vehicle upon the Airport premises.

4.9 **MOTORCYCLES AND BICYCLES**

Every person riding a motorcycle or bicycle upon an Airport roadway shall be granted all rights and shall be subject to all duties made applicable to the driver of a

vehicle, except as to standards which by their nature can have no application. Such cycles are strictly prohibited from operating or parking on the air operations area.

V. SAFETY

GENERAL FIRE SAFETY

5.1 EXERCISE OF UTMOST CARE REQUIRED

All persons using the airport shall exercise the utmost care to guard against fire or injury to persons or property.

5.2 SMOKING RESTRICTED

All persons shall comply with all applicable laws and regulations, insurance requirements and with "NO SMOKING", "FIRE LANE", and other regulations and signs posted by Airport Management.

5.3 No person shall smoke on the Airport apron, ramp or fuel storage. Pursuant to the Rock County Ordinance Chapter 23.04 "Smoking will not be permitted in any area of county rented or owned buildings or vehicles..."

5.4 No person shall conduct any open flame operations in any hangar or anywhere else on the Airport unless specifically authorized by the Airport Director.

5.5 All tenants or lessees shall provide and maintain adequate and readily accessible fire extinguishers as approved by fire underwriters for the particular hazard involved. No person shall tamper with or use the fire extinguishers other than for fire fighting or fire prevention.

5.6 CLEANING FLOORS

Floors shall be kept clean and free from oil. The use of volatile or flammable solvents for cleaning floors is prohibited. Drip pans shall be placed under engines when necessary to prevent accumulation of oil.

5.7 STORAGE OF OIL WASTE, RAGS & RUBBISH

Suitable metal receptacles with self-closing covers shall be provided by tenants for the storage of oily waste, rags and other rubbish. The contents of these receptacles shall be removed as often as necessary to prevent overloading. Removal of waste oil rags and rubbish shall be the responsibility of the tenant.

5.8 REMOVAL OF EMPTY CONTAINERS

All empty oil, paint and varnish cans, bottles, or other containers shall be immediately removed from all buildings and not allowed to accumulate.

5.9 **CLOTHES LOCKERS - CONSTRUCTION & LOCATION**

All clothes lockers shall be constructed of metal or other suitable fire-resistive material. No clothes lockers shall be permitted in that portion of the hangar used for the storage of airplanes. Storage of boxes, crates, rubbish, paper or litter of any kind shall not be permitted in or about hangars.

5.10 **FLAMMABLE LIQUIDS - STORAGE**

Storage of gasoline, kerosene, ethyl, ether, or other flammable liquids, including those used in connection with the process of "doping" shall be in compliance with the regulations of the National Fire Protection Association (NFPA) for the construction and installation of containers for flammable liquids. Lubricating oils may be kept within hangars when stored in containers and provided with draw off devices.

5.11 **COMPRESSED GAS CYLINDERS - STORAGE ROOMS**

Cylinders or flasks of compressed gases shall be stored in accordance to NFPA standards.

5.12 **FIRE EXTINGUISHERS - RESPONSIBILITY FOR FURNISHING & MAINTENANCE**

The operator of any hangar of building on the Airport shall be responsible for the furnishing and maintaining of adequate first aid and fire appliances.

5.13 **FIRE DOORS AND FIRE PREVENTION APPARATUS - ACCESSIBLE AND UNOBSTRUCTED**

All fire doors and other fire prevention apparatus shall be accessible and kept unobstructed at all times.

AIRCRAFT FIRE SAFETY

5.14 **FUELING AIRCRAFT**

Only operators identified in the Minimum Standards may sell fuel on Southern Wisconsin Regional Airport.

No airplane shall be fueled or drained of fuel while the engine is running, or while in a hangar or other enclosed space. Pre-flight fuel samples are allowed in such areas.

Fueling equipment shall be such as to afford a continuous metallic contact between the discharge nozzle, metal lining, or other metal conductors of fueling hose, main fuel tank of fuel line, and the ground, and the discharge nozzle shall have securely attached thereto an adequate bonding cable terminating in a suitable metal clip.

No person may start the engine of an aircraft on the Airport if there is any gasoline or other volatile flammable liquid on the ground beneath it.

No person may operate a radio transmitter or receiver, or switch electrical appliances on or off, in an aircraft on the Airport, while it is being fueled or defueled. Each person engaged in fueling or defueling, on the Airport, shall exercise care to prevent the overflow of fuel, and must have proper and adequate fire extinguisher capacity readily accessible at all times.

During the fueling or defueling of an aircraft on the Airport, no person may, within 100 feet of that aircraft, smoke or use any material that is likely to cause a spark or be a source of ignition.

Each hose, funnel or appurtenance used in fueling or defueling an aircraft on the Airport must be maintained in a safe, sound and non-leaking condition.

Fueling operations shall conform to NFPA Standard 407 unless otherwise authorized by Airport Management.

No company or individual will be allowed to transport flammable liquids into any aircraft area or to refuel aircraft on any portion of the property owned by the County prior to securing authorization from Airport Management.

Prior to fuel servicing of any aircraft, it and the fuel dispensing equipment shall be grounded to a point or points of zero electrical potential to prevent the possibility of static ignition of volatile liquids

During refueling or defueling, fuel-handling vehicles shall be so placed as to be readily removable in the event of a fire. No more than one refueler shall be positioned to refuel each wing of an aircraft.

Each fuel handling vehicle shall be conspicuously marked in letters of contrasting colors, with the word "flammable" on both sides and the rear of the cargo tank, and with the wording "emergency shut off" and of the appropriate operating instructions required at the emergency operating devices. Each fuel-handling device will also be conspicuously marked on both sides and the rear with the type and grade of fuel it contains.

Oxygen system servicing is not permitted during aircraft fueling operations or while other work is performed that could provide a source of ignition.

5.15 CLEANING AIRCRAFT PARTS – FLAMMABLE LIQUIDS

The cleaning of engines or other parts of the airplane shall preferably be with nonflammable liquids. If volatile flammable liquids are employed for this purpose, cleaning operations shall be carried on in the open air or in a separate

room located in the repair shop section and separated therefrom by fire resistive partitions. These procedures shall conform to OSHA, EPA, and Janesville Fire Department standards.

5.16 **FUEL TRUCKS - APPROACHING AIRCRAFT TO BE SERVICED**

Fuel trucks shall not approach within one hundred (100) feet of any aircraft to be serviced until aircraft engines are shut off and propellers motionless and the pilot or authorized representative has approved the servicing of the plane.

GENERAL SAFETY

5.17 **REMOVAL OF GARBAGE, RUBBISH & TRASH**

The operator of any hangar or occupant of any space in the Airport buildings shall be responsible for the prompt and proper disposal or removal of any trash, rubbish, garbage, or debris from the leased Airport premises. All trash shall be stored in covered containers.

5.18 **COMMERCIAL TRASH DISPOSAL UNITS**

No commercial trash disposal containers shall be placed closer than 10 feet from a combustible wall or 50 feet from a building ventilation in-take system.

5.19 **FUEL FARM SAFETY**

Fuel farm safety and security is the responsibility of the tenant user. No person shall have access to fuel farm equipment unless he is trained by the tenant in safe and proper fuel farm procedures.

HAZARDOUS MATERIALS STORAGE

5.20 Gasoline, oil and solvent drums or receptacles shall not be stored on apron and ramp areas in excess of amounts actually needed as current stock; any material of this type that is kept in subject areas will be kept enclosed and covered in a clearly marked and labeled housing of a design and type that meets the approval of the Airport Management.

No fuels, oils, dopes, paints, solvents, or acids shall be disposed of or dumped in drains on the ramp areas, catch basins or elsewhere on the Airport.

Each operator handling, using, or storing fuels, oils, solvents, chemicals and/or hazardous materials at the Airport shall provide a written report to the Airport Director, updated annually, identifying all hazardous materials used or stored at the Airport and describing the measures taken by the operator to comply with all applicable Federal, State, and local laws and other regulatory measures. All

operators shall be subject to inspection by or on behalf of the Airport for compliance at any time during normal business hours.

VI. PUBLIC AND TENANT USE

6.1 ROADS AND WALKS

No person shall travel on the Airport other than on the roads, walks or places appropriate for the manner of travel being performed, or occupy the roads and walks in such a manner as to hinder or obstruct their proper use.

6.2 PRESERVATION OF PROPERTY

No person shall destroy, injure, deface, modify or disturb in any way any buildings, sign, equipment, marker, or other structures, tree, flower, lawn or other property on the Airport; nor alter, make additions to, or erect, any building or sign or make any excavations on the Airport without the authorization of Airport Management. No person shall willfully abandon any personal property on the Airport.

6.3 DANGEROUS OBJECTS

No person, except for a peace officer, may carry any weapon or explosive on or about his person openly or concealed on the Airport.

6.4 RESTRICTED AREAS

No person shall enter an air operations area, utilities and service rooms or areas, or other areas designated as restricted, except:

- a. A properly identified person assigned to duty therein;
- b. An authorized representative of the Federal Aviation Administration; or the Transportation Security Administration.
- c. A passenger, who, under appropriate supervision, is entering the apron to enplane or deplane.
- d. Any other person authorized by Airport Management, or by a tenant limited solely to the area he occupies.

6.5 ANIMALS

With the exception of Seeing Eye dogs, animals are not permitted in the landing areas, aprons or aircraft parking areas, except for shipment by air. Animals may be permitted in other areas of the Airport if restrained by leash or confined in such a manner as to be under control.

No person may fish, hunt, trap or kill any animal on the airport, except with specific authorization.

6.6 **LIMITATION ON NON-TRAVELING ASSEMBLIES**

The assembly of persons generated by political figures, entertainers, sports teams and the like shall be at such locations and may be limited to such numbers as may be directed by Airport Management to ensure public safety or to allow proper airport operation. Members of such an assemblage shall in no way interfere with the peaceful transit of the traveling public.

6.7 **COUNTY OWNED HANGARS/TIE-DOWN SPACE**

These hangar/tie-down spaces are intended to be used for the storage and legal maintenance of Lessee's aircraft only, by Lessee and/or his employee. Exceptions can be granted by the Airport Director. Electric circuits of T-hangars are limited in capacity and shall not be overloaded by tenants.

6.8 **USE OF SHOP AREA**

All shops, garages, equipment and facilities are expressly for the conduct of the owner's or lessee's business and operations. No person other than employees of the owner or lessee or customers, shall be present on said premises without individual and specific permission of the owner or lessee.

VII. ENVIRONMENT

7.1 **SANITARY SEWERS**

Disposal of high grease content or fibrous materials or bulky solids or grit into the sanitary sewer (septic tank and laterals) system is prohibited. Grease traps shall be regularly cleaned, as necessary.

7.2 **SHOP FLOOR DRAINS**

All shop installations where any engine, mechanical equipment or vehicle is maintained, cleaned or painted, shall be equipped with properly maintained traps to collect grease and grit. Such grease and grit shall be disposed of properly by the tenant.

7.3 **WASTE PETROLEUM**

Approved receptacles shall be maintained to collect waste petroleum products for disposal by salvage or other approved method.

7.4 **DETERGENTS**

All tenants who use detergents in their operations, particularly equipment for vehicle washing and kitchens, are required to utilize only those detergents which are neutral and biodegradable.

7.5 **OPEN FIRES**

Open fires on the Airport are prohibited.

7.6 **REMOVAL OF FUEL, OIL AND GREASE**

In the event of spillage or dripping of fuel, oil, grease or any material, which may be detrimental to the pavement or may flow to the storm drain system, the same shall be removed immediately. The responsibility for immediate removal of such fuel, oil, grease, or other material shall be assumed by the operator of equipment causing the same or by the tenant or concessionaire responsible for the deposit thereof on the pavement.

7.7 **SANITATION**

No person shall place, discharge or deposit sewage, garbage, refuse, paper or other material except in the proper receptacles and in a proper manner. All commercial trash containers will be covered. Trash pickup frequency shall be sufficient so that no trash is placed outside said covered containers.

VIII. SECURITY

- 8.1 Each tenant, user, operator and person shall observe all Federal, State and County security requirements, and shall take such steps as necessary or directed by the County to ensure that officers, employees, representatives, invitees and guests of each entity observe such requirements.
- 8.2 The County reserves the right to suspend or revoke Airport privileges on a temporary or permanent basis, of any person failing to abide by these Rules and Regulations.

IX. PENALTIES

Any person who violates any standard, directive, instruction, or official sign duly issued, promulgated or posted pursuant to and under and by virtue of the power and authority of the County of Rock shall be subject to the following:

- a. Citation and fine pursuant to Sec. 3.18, of Rock County Ordinance.
- b. Traffic violators shall be subject to Rock County traffic violation citations;
- c. Serious, flagrant, or repeated violations shall be subject to denial of the use of Airport facilities or terminations of tenancy.