

***MINIMUM STANDARDS
FOR
COMMERCIAL AND PRIVATE
AERONAUTICAL ACTIVITIES
NORTHEAST WYOMING REGIONAL AIRPORT***

INTRODUCTION

The Northeast Wyoming Regional Airport Board (hereinafter referred to as the **Board**), being responsible for the administration of the Northeast Wyoming Regional Airport, Gillette, Wyoming (hereinafter referred to as **Airport**), has established these Minimum Standards, which specify minimum requirements to be met as a condition for the right to conduct private and commercial activity on the Airport unless otherwise exempt by the Rules and Regulations of the Northeast Wyoming Regional Airport.

The Board has established these Minimum Standards to foster, encourage and ensure the economic stability and orderly development of commercial activities and businesses at the Airport.

These Minimum Standards are not intended to be all-inclusive. Any operator of a commercial activity on the Airport is subject to applicable federal, state, and local laws, codes, ordinances, and other regulations, including Airport Rules and Regulations. The Board reserves the right to require, in any lease issued under these Minimum Standards, different or more restrictive requirements on a non-discriminatory basis whenever the Board, in its sound discretion, deems it necessary or reasonable to do so.

The Board may revise, supplement, or amend these Minimum Standards. Prior to any amendment or other change, all Operators will be given written notice of the proposed change.

A fair and reasonable opportunity, without discrimination, shall be accorded to all applicants to qualify for the furnishing of aeronautical services at the Airport, subject to these Minimum Standards and a written agreement with the Board. The granting of such rights and privileges shall not be construed in any manner as an exclusive right.

Specific provisions that may apply to fixed base operations, aviation service operations, and private hangar leases are on file in the Airport Manager's office. These activity-specific provisions are to be utilized to guide the development of contracts with specialized service providers.

PRE-APPLICATION REQUIREMENTS

A prospective Operator of an airplane/s used for Commercial Aeronautical Activity shall submit, in writing, to the Airport Director, 2000 Airport Road, Suite 108, Gillette, Wyoming 82716, the following information, to the extent applicable, and keep current any additional information which the Board may request:

A. GENERAL

1. Name, address, and telephone number.
2. Detailed description of the scope of the intended operations and the means and methods to accomplish said operations.
3. The requested and proposed date of commencement of operations.
4. Detailed listing of all services to be offered.
5. Description of buildings or improvements to be constructed or space leased (if applicable).
6. List specific aircraft to be utilized (owned and leased), including aircraft numbers, copies of aircraft ownership documents, and lease agreements for aircraft not owned by the Operator.
7. Copies of all Air Carrier Operating Certificates and Operations Specifications for operations and maintenance.
8. Hours of proposed operations.
9. Number and types of insurance coverages to be maintained.
10. Proposed Fee Schedule.
11. Number of full-time personnel to be employed.
12. List of all significant equipment.

B. FINANCIAL CAPABILITY

1. At the request of the Board, a prospective Operator shall provide a financial statement satisfactory to the Board as evidence of their financial responsibilities and capability, which can be readily verified through normal banking and or financial channels.
2. A prospective Operator must demonstrate financial capability for the construction of improvements and appurtenances that may be required commensurate with the concept of the proposed operations.

C. EXPERIENCE

A prospective Operator shall furnish the Board with a statement of their experience and qualifications related to the specific aviation services they intend to perform including that of personnel to be used for the operations and the expertise of the personnel.

GENERAL CONDITIONS

The following conditions are contained or incorporated as a minimum in all leases between the Board and any Operator engaged in any aeronautical service at the Airport.

A. NON-DISCRIMINATION. Premises to be operated for the use and benefit of the public. Non-discrimination means:

1. To furnish good, prompt, and efficient services that meet the demands for its service at the Airport.
2. To furnish said service on a fair, equal, and non-discriminatory basis to all users thereof.
3. To charge fair, reasonable, and nondiscriminatory prices for each unit of sale or service, provided that the Operator may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar price reductions to volume purchasers.
4. The Operator, their agents, and employees will not discriminate against any person or class of persons by reason of race, color, creed, or national origin in providing any services or in the use of any of its facilities provided for the public in any manner prohibited by the Airport Rules and Regulations. The Operator further agrees to comply with such enforcement procedures as the United States might demand that the Board take to comply with Sponsor's Assurances.

B. AIRCRAFT SERVICE BY OWNER OR OPERATOR OF AIRCRAFT

The Operator clearly understands that no right or privilege has been granted which would prevent owners operating aircraft at the Airport from performing any service on their own aircraft.

C. NON-EXCLUSIVE RIGHT

It is understood and agreed that contracts do not provide exclusive rights.

D. AIRPORT DEVELOPMENT

The Board reserves the right to develop further or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Operator, and without interference or hindrance.

E. MAINTENANCE OF LANDING AREA AND ALL PUBLICLY OWNED FACILITIES

The Board reserves the right, but shall not be obligated to the Operator, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the Operator in this regard.

F. NATIONAL EMERGENCY

During the time of war or national emergency, the Board shall have the right to lease the landing area or any part thereof to the United States Government for military use. If such a lease is executed, the provisions of this instrument, insofar as they are inconsistent with the requirements of the lease to the U.S. Government, shall be suspended.

G. AIRPORT OBSTRUCTIONS

The Board reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent the Operator from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which in the opinion of the Board, would limit the usefulness of the Airport or constitute a hazard to aircraft.

H. SUBORDINATION

The Minimum Standards shall be subordinate to the provisions of any existing or future agreement between the Board and the United States relative to the operation and

maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

GENERAL REQUIREMENTS FOR ALL COMMERCIAL OPERATORS

A. MINIMUM STANDARDS

The standards herein apply to the specific commercial aeronautical activity addressed and must be met by any applicant desiring to conduct activity at the Northeast Wyoming Regional Airport.

B. WRITTEN AGREEMENT

A written agreement properly executed by the Board and Operator is prerequisite to the commencement of any commercial service or activity conducted on airport property. The Board will respond within sixty (60) days of receiving a properly completed application requesting a commercial lease.

C. PERSONNEL

The Operator shall have trained personnel in such numbers as are required in his employ and on duty during operating hours. The Operator shall provide for a responsible and capable representative to always be available to supervise the operations in the leased area on the Airport and with authorization to represent and act on behalf of the Operator during all business hours.

D. FEDERAL AVIATION ADMINISTRATION CERTIFICATES

All personnel required to hold FAA, Wyoming DEQ, or other necessary certificates or ratings shall always maintain such certificates and ratings and provide evidence of such documents upon request by the Board.

E. FACILITIES MAINTENANCE

The Operator shall keep and maintain all facilities in good order and repair, including paint, electrical, plumbing, structural repair, window replacement, and the like, and shall promptly repair any damage at their own expense.

F. RENTALS, FEES, AND CHARGES

All rental fees and charges that the Operator shall be obligated to pay to the Board shall be included in the written agreement between the Operator and the Board.

G. MOTOR VEHICLES AT THE AIRPORT

The Operator and their employees shall abide by all Airport Rules and Regulations and applicable federal, state, and local laws, ordinances, and codes governing the operation and parking of motor vehicles at the Airport.

H. INSURANCE

The Operator shall maintain Insurance of the type(s) and with limits meeting or exceeding those outlined in these Minimum Standards. Policies shall ensure coverage of all respective categories of aeronautical services and must protect both the Operator and Board against any public liability and property damage. The insurance underwriters for the required policy or policies shall be satisfactory to the Board and licensed to do business in the State of Wyoming.

All insurance that the Board requires the Operator to carry and keep in force shall include the Northeast Wyoming Regional Airport Board, its officers, employees, and agents as additional insured. Prior to commencing operations and annually thereafter, the operator shall furnish evidence of his compliance with this requirement to the Airport Director with proper certification that such insurance is in force and will provide additional certification as evidence of changes in insurance not less than ten days prior to any such change if the change results in a reduction. In the event of cancellation of coverage thirty (30) days prior, the underwriter or servicing agent shall notify the Board in writing.

The applicable insurance coverage shall be in force during the construction period of the operator's facilities and prior to entry into the Airport for the conduct of business.

I. IMPROVEMENTS AND SITE DEVELOPMENT GENERAL CONSTRUCTION

Any construction on the Airport must be done with the prior written approval of the Board and must meet all requirements of the Board at the time the proposed construction is commenced.

The Board may construct or install such buildings, structures, or other improvements, roads, and aircraft parking areas as necessary and desirable.

INCORPORATION AND SPECIAL LESSEES

COMMERCIAL

A. A FIXED BASE OPERATOR (FBO) is any person or corporation who shall have entered into a written agreement with the Board for the use of any building, shop, or hangar and who, by further agreement, guarantees to provide on the Airport and serve the public with the following minimum services and facilities: A Fixed Base Operator (FBO) shall provide the following minimum activities or services at the Campbell County Airport.

1. Full fueling services of all commercial airline aircraft regardless of carrier schedule.
2. Sale of aviation fuel and oil.
3. Ramp services.
4. Hangar storage.
5. Repair, maintenance, and preventive maintenance, including maintenance for commercial aircraft.
6. Charter service with access to restrooms, lounge, or waiting room.
7. Flight instruction for private pilot's license.
8. Loading, unloading, and towing.

B. AN AVIATION SERVICE OPERATOR (ASO) shall provide one or more of the following activities or services at the Northeast Wyoming Regional Airport:

1. Sale of aviation fuel and oil.
2. Airframe or powerplant repair/Specialized Aircraft Repair Services (i.e., Radio, Instrument, and Propeller).
3. Aircraft rentals.
4. Aerial applications.
5. Self-service fuel dispensing service.
6. Commercial hangar leasing.

7. Air taxi service.
8. Aeronautical Service (FAR Part 91 Operation).

C. MISCELLANEOUS COMMERCIAL ACTIVITIES

1. Parachute jumping.
2. Off-Airport commercial fueling service.
3. Casual aircraft mechanic.
4. Competitive non-aeronautical services.
5. Flying clubs.

B. MINIMUM STANDARDS AND REQUIREMENTS

1. **Land.** The leasehold shall contain sufficient square footage necessary to provide adequate buildings.
2. **Buildings.** Construct or lease a building providing an adequate area of adequately lighted and heated floor space for an office, public lounge, pilot briefing area, and restrooms, as well as a sufficient area for repair and hangar space.
3. **Personnel.** Personnel may be assigned multiple responsibilities to meet all activities' requirements.
4. **Hours of Operation.** The fixed base operator shall provide service during hours that best serve the public requirements. Hours of operation shall be conspicuously posted.
5. **Equipment.** All equipment required explicitly for each activity must be provided.
6. **Aircraft.** All aircraft requirements for specific activities must be provided; however, multiple uses can be made of all aircraft except aerial applicator aircraft to meet these requirements. However, a minimum of two (2) aircraft must be owned or leased, be under the direct control of the lessee, and be based on the lessee's leasehold.

7. **Insurance Coverage.** A fixed base operator performing the services under this category shall be required to carry the following types of insurance in the limits specified:

- a. Aircraft Liability:
 - i. Bodily Injury - \$1,000,000
 - ii. Passenger Liability - \$300,000 per passenger.
 - iii. Property damage - \$500,000 for each accident.
- b. Comprehensive Public Liability and Property Damage:
 - i. Products Liability - \$1,000,000; \$2,000,000 aggregate.
 - ii. Student and Renters Liability - \$500,000 for each accident.
- c. Hangar Keeper's Liability - \$1,000,000 for each accident.
- d. Motor Vehicle Liability - \$500,000 for each accident.
- e. Workmen's Compensation and Employers Liability - statutory limit.

8. **Aircraft Fuel and Oil Dispensing Service.**

- a. The FBO must keep and offer for sale at the airport enough aviation fuels and lubricating oil of standard grades, brands, and abundance as are commonly used and demanded by the public, adequate to satisfy general requirements.
- b. The FBO shall have the ability to meet, if requested, all scheduled airline aircraft and provide them with such fuels, lubricating oils, and maintenance as necessary to meet all turn-around times and schedules.
- c. The FBO will furnish at its own expense a minimum of one reliably metered filter-equipped dispenser (fixed or mobile) for dispensing fuel the most commonly required at the airport.
- d. All fixed fuel storage tanks shall be installed with a capacity approved by the Board.
- e. Type and quality control of the fuel is the responsibility of the Fixed Base Operator.

- f. Trained, qualified personnel in accordance with FAA FAR Part 139.321, Handling and Storing of Hazardous Substances and Materials, shall be on duty during regular hours of operation for fuel dispensing.
- g. The FBO shall provide adequate and sanitary handling of all trash, waste, and other materials, including but not limited to used oil, solvents, and containers.

9. **Ramp Services and Repair and Maintenance.**

- a. The FBO shall provide adequate equipment and facilities, when needed, for washing aircraft, inflating aircraft tires, changing aircraft engine oil, servicing oleo struts, recharging or energizing aircraft batteries and starters, cleaning the interior of aircraft and servicing oxygen and nitrogen equipment.
- b. The FBO shall provide adequate numbers of properly trained personnel to meet general requirements for all ramp services. Personnel shall be on duty during the specified hours of operation.

10. **Public Facilities.** A conveniently located, heated lounge or waiting room for passengers and crews shall be provided. Restrooms shall be heated and ventilated, accessible to the passengers and crews, and maintained clean and sanitary. At least one working telephone shall be provided for public use.

11. **Loading, Unloading, and Towing.**

- a. The FBO shall provide adequate loading, unloading, and towing equipment to move aircraft and store them as necessary safely and efficiently.
- b. The FBO shall provide adequate numbers of properly trained personnel to meet the needs of the public as pertains to assisting in the loading, unloading, and towing of aircraft. Personnel shall be on duty during the specified hours of operation.

12. **New and Used Aircraft Sales and Rentals (if provided).**

- a. The FBO shall provide suitable office space for conducting sales and rentals and keeping proper records in connection therewith.
- b. The FBO shall provide one person having a current pilot certificate with appropriate ratings for the types of aircraft being used or demonstrated.

- c. The FBO shall provide one airworthy owned or leased aircraft, properly maintained and certificated for rental.
- d. The FBO shall provide adequate facilities for servicing and repairing all aircraft utilized.

13. **Flight Instruction and Training.**

- a. The FBO shall provide at least one FAA-certified flight instructor to cover the type of training offered and at least one properly certified ground school instructor to provide ground school instructions sufficient to enable students to pass the FAA written examination for private pilot ratings.
- b. The FBO shall own or lease at least one properly certified aircraft equipped for flight instruction and suitable for instrument flight instruction.
- c. The FBO shall maintain its premises available for flight instruction for a minimum of hours each day, sufficient to meet public demand for this service.
- d. The FBO shall provide adequate facilities for storing, parking, servicing, and repairing aircraft used in flight instruction.

14. **Airframe and/or Power Plant Repair**

- a. The FBO must provide sufficient hangar space to house any aircraft upon which airframe or engine repair is being performed.
- b. The FBO shall provide at least one FAA-certified Airframe and Power Plant mechanic, with ratings appropriate for work being performed, for a minimum of eight (8) hours per day, five (5) days a week.

15. **Air Charter and Air Taxi Service.** The FBO shall provide air charter and air taxi service as prescribed by FAR Part 135.

16. **Aerial Applications (if provided).**

- a. One person holding a current FAA commercial certificate, properly rated for the aircraft to be used and meeting the requirements of Part

137 of the FAA Regulations and applicable regulations of the State of Wyoming shall be provided.

- b. The FBO shall provide a segregated chemical storage area protected from public access.
 - c. The FBO shall provide one aircraft meeting all requirements of Part 137 of the FAA Regulations and applicable regulations of the State of Wyoming. This aircraft shall be owned or leased based on the lessee's leasehold.
 - d. The FBO shall provide a DEQ-EPA-approved washing area if the washing involves an aircraft exposed to chemicals.
17. **Specialized Aircraft Repair Service (i.e., Radio, Instrument, and Propeller) (if provided).**
- a. The FBO shall provide at least one FAA-certified repairman qualified in accordance with the terms of the repair service offered and able to perform maintenance on the commercial aircraft servicing the airport, on duty at least eight hours per day, five days per week.
 - b. The FBO shall provide adequate space and maintain proper tools and equipment to perform the services offered.
 - c. The FBO shall have access to adequate spare parts and accessories necessary to provide services.
18. **Specialized Commercial Flight Services (if provided).**
- a. One person with a current Commercial Pilot Certificate with appropriate ratings for the aircraft's use shall be provided.
 - b. One properly certified aircraft owned or leased, meeting all FAA requirements and applicable regulations of the State of Wyoming with respect to the activity to be performed shall be provided.

AVIATION SERVICE OPERATOR

- A. An Aviation Service Operator (ASO) is any person or corporation who shall have registered and /or entered into a written agreement with the Board for the use of any

building, shop, or hangar and who, by further agreement, guarantees to provide on the Airport and serve the public with one or more of the following activities or services:

1. Sale of aviation fuel and oil.
2. Airframe or power plant repair/specialized aircraft repair services (i.e., radio, instrument, and propeller).
3. Aircraft rentals.
 4. Aerial Applications.
 5. Self-service fuel dispensing service.
 6. Commercial hangar leasing.
 7. Air taxi service.
 8. Aeronautical Service (FAR Part 91 Operations).

B. MINIMUM STANDARDS AND REQUIREMENTS.

1. **Aircraft Fuel and Oil Dispensing Service.** Any operator desiring to dispense aviation fuel and oil shall provide, as a minimum, the following services, and facilities:
 - a. **Land.** Leasehold shall contain sufficient area to provide for an adequate building.
 - b. **Building.** Construct or lease a building providing adequate, adequately lighted, and heated floor space, meeting local and state industrial code requirements.
 - c. **Personnel.** One properly trained person shall be on duty during business hours. Training shall be in accordance with FAA FAR Part 139.321, Handling and Storing of Hazardous Substances and Materials.
 - d. **Fueling Facilities and Fuels.** One metered, filter-equipped dispenser, fixed-mobile, for dispensing fuel. Fuel and quality control of the fuel is the responsibility of the ASO.
 - e. **Support Services.** Sale and into-plane delivery of aviation petroleum products.

- f. **Hours of Operation.** The Aviation Services Operator shall provide services during hours that best serve the public. The hours of operation should be posted.
 - g. **Insurance Coverage.** Comprehensive public liability and property damage, including bodily injury, property damage, and products liability, as follows: Combined Single Limit - \$1,000,000 Aggregate.
 - h. The operator shall comply with the FAA AC 150/5230-4 respecting delivery of products and personnel training or applicable local rules and regulations, whichever are more restrictive.
2. **Airframe or Power Plant Repair/Specialized Aircraft Repair Services (i.e., Radio, Instrument, and Propeller).** Any operator desiring to engage in airframe or power plant repair service or specialized aircraft repair services must provide, as a minimum, the following unless otherwise exempt by the Northeast Wyoming Regional Airport.
- a. **Land.** The leasehold shall contain sufficient area to provide space for an adequate building.
 - b. **Building.** Construct or lease a building to provide a sufficient shop space to work on aircraft at said space, meeting local and state industrial code requirements.
 - c. **Personnel.** One person is currently certified by the FAA with ratings appropriate for the work being performed.
 - d. **Hours of Operation.** The Aviation Services Operator shall provide services during hours that best serve the public. The hours of operation shall be posted.
 - e. **Insurance Coverage.** Comprehensive public liability and property damage, including bodily injury, products liability, property damage, and hangar keepers' liability, if applicable, the amount to be determined by the type and number of aircraft serviced at any one time, but as a minimum:
 - i. Combined Single Limit - \$1,000,000 Aggregate.
 - ii. Hangar Keeper's Liability - \$250,000 for each accident.
 - f. The services provided hereunder shall be performed within or with immediate access to the required building, except for such services as

must be performed outside for safety reasons, such as run-ups, or because the aircraft is too large to be placed within the building.

3. **Aircraft Rentals.** Aircraft Rentals may include both long and short-term rentals (in which the aircraft is rented over a period of time to several different members of the public), formal leases (in which the typical aircraft is leased to only one person, association, corporation, or other entity), and any other arrangement in which the owners of the aircraft provide it to a non-owner for valuable consideration as otherwise described in these standards.
 - a. **Insurance Coverage.** Insurance coverage - aircraft liability (bodily injury, property damage) providing coverage for rental purposes as follows: Combined Single Limit - \$1,000,000 Aggregate. In the alternative, each rental customer may be a named insured under the operator's policy, having the same minimum as stated herein.
4. **Aerial Applications.** Any operator desiring to engage in aerial application operations must hold an appropriate operator's certificate issued by the FAA, comply with the requirements of the State of Wyoming, and provide as a minimum the following:
 - b. **Personnel.** One person holding a current FAA Commercial Certificate, properly rated for the aircraft to be used, and meeting the requirements of the FAA Regulations and applicable regulations of the State of Wyoming.
 - c. **Aircraft.** One aircraft, which shall be airworthy and meet all requirements of the FAA regulations and applicable regulations of the State of Wyoming, owned, or leased by agreement in writing and based on the lessee's leasehold.
 - d. **Facilities.** A segregated chemical storage area protected from public access. Handling, use, and disposal of chemicals shall comply with all applicable federal, state, and local regulations.
 - e. **Insurance Coverage.** Aircraft liability (bodily injury and property damage) is as follows: Combined Single Limit - \$1,000,000 Aggregate.
5. **Self-Service Fuel Dispensing Service.** Any operator desiring to dispense aviation fuels by self-service facilities shall provide as a minimum the following services and facilities:
 - a. **Personnel.** One properly trained person shall be on call and able to respond in the event of equipment malfunction twenty-four (24) hours

a day, seven (7) days a week. A telephone number shall be located at the facility.

- b. **Aircraft Service Equipment.** Adequate fire extinguishers, with clearly written instructions attached thereto, and wheel chocks.
 - c. **Fueling Facilities and Fuel.** One fixed metered filter-equipped dispenser for dispensing at least one grade of fuel; a fire code-approved storage tank having a minimum capacity of 300 gallons. Fuel and quality control of the fuel is the responsibility of the Aviation Services Operator.
 - d. **Hours of Operation.** Fueling service shall be provided on a twenty-four (24) hour per day, seven (7) day per week basis.
 - e. **Insurance Coverage.** Comprehensive public liability and property damage including bodily injury, property damage, and products liability, as follows: Combined Single Limit - \$1,000,000 Aggregate.
 - f. The operator shall comply with FAA AC 150/5230-4 respecting delivery of products and training of personnel, or applicable local rules and regulations, whichever are more restrictive.
 - g. Negotiate a lease fee that is acceptable by both parties, prior to signing a lease agreement.
6. **Commercial Hangar Leasing.** Any operator desiring to provide hangars for the sole intent of leasing to other aircraft owners or lessees shall provide as a minimum the following services and facilities:
- a. **Land.** Leasehold shall contain adequate area to provide suitable hangar buildings.
 - b. **Building.** Construct or lease a hangar or building which meets the Board's approval.
 - c. **Insurance Coverage.** Combined Single Limit - \$1,000,000 Aggregate.
 - d. **Registered Aircraft.** Any aircraft that is being stored must be registered through the FAA.
7. **Air Taxi Service (FAR Part 135 Operations).** Any operator desiring to provide air taxi service under FAR Part.135 must hold an FAA Air Taxi-Commercial Operator Certificate with ratings appropriate to the functions to be

accomplished, be properly registered with the Wyoming Aeronautics Commission, if required by state law or regulation, and provide as a minimum the following services and facilities:

- a. **Personnel.** One FAA Certified commercial pilot, appropriately rated, and authorized to conduct the air taxi service offered.
- b. **Aircraft.** One airworthy aircraft meeting all requirements of the Air Taxi and Commercial Operator Certificate held.
 - c. **Hours of Operation.** The Aviation Services Operator shall provide service during hours that best serve the public. The hours of operation shall be posted.
 - d. **Insurance Coverage.** Comprehensive public liability and property damage, including bodily injury, products liability, property damage, and hangar keepers' liability, if applicable. The amount to be determined by the type and number of aircraft serviced at any one time, but as a minimum. Aircraft liability (bodily injury, property damage, passenger liability): Combined Single Limit - \$1,000,000 Aggregate.

MISCELLANEOUS COMMERCIAL ACTIVITIES

1. **Parachute Jumping.** Any parachute jumping clubs, organizations, or individuals desiring to engage in parachute jumping must provide as a minimum the following:
 - a. **Authorization.** Obtain the written **permission** of the Airport Director.
 - b. **Hours of Operation.** Time periods for jumping and specific areas for drop zones.
 - c. **Insurance Coverage.** Jumpers hold a general liability insurance policy that names the Board as an additional insured party, with the amount of insurance to be set by the Board. If the jumper is a member of the United States Parachute Association the coverage provided by membership in that organization will be acceptable.
 - d. **Waiver Agreement.** Written waiver agreement by all jumpers holding harmless the Board and Campbell County Government.

2. **Off-Airport Commercial Fueling Service.** Any operator desiring to dispense fuels, that are not presently provided by an “on-Airport” business, shall provide as a minimum the following:
 - a. **Personnel.** Provide properly trained personnel in accordance with FAA FAR part 139.321, Handling and Storing of Hazardous Substances and Materials.
 - b. **Aircraft Service Equipment.** Provide adequate fire extinguishers, an emergency fuel shut-off system, and a proper grounding and bonding cable system.
 - c. **Insurance Coverage.** Comprehensive public liability and property damage including bodily injury, property damage, and products liability, as follows: Combined Single Limit - \$1,000,000 Aggregate.
3. **Casual Aircraft Mechanics.** An individual desiring to engage in airframe or power plant repair service must provide as a minimum the following:
 - a. **Personnel.** The individual is certified by the FAA with ratings appropriate for work being performed on aircraft and registered with the Airport Manager’s Office.
 - b. **Insurance Coverage.** Comprehensive public liability and property damage including bodily injury, products liability, and property damage as follows: Combined Single Limit - \$1,000,000 Aggregate.
 - c. **Fee.** Pay a fee equivalent to the Minimum Commercial Land Lease.
4. **Competitive Non-Aeronautical Services.** Any operator desiring to provide goods or services at the Northeast Wyoming Regional Airport without a commercial lease and is in direct competition with an existing lessee, must provide the following as a minimum:
 - a. **Permission and Registration.** Must have the written permission of the Airport Director and register with the Airport Director’s Office.
 - b. **Insurance Coverage.** Hold a general liability insurance policy that names the Board as an additional insured party, with the amount of insurance to be: Combined Single Limit - \$1,000,000 Aggregate.
5. **Flying Clubs.** A nonprofit entity organized for the express purpose of providing its members with an aircraft or aircraft for their personal use only must provide the following as a minimum:

- a. The Club shall be a nonprofit entity (Corporation, Association, or Partnership) organized for the express purpose of providing its members with an aircraft, or aircraft for their personal use and enjoyment only. The ownership of the aircraft or aircraft must be vested in the name of the Flying Club (or owned ratably by all its members). The property rights of the members of the Club shall be equal and no part of the net earnings of the Club will inure to the benefit of any member in any form (salaries, bonuses, etc.). The Club may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance, and replacement of its aircraft.
- b. The Flying Club, at any airport controlled by this same Airport Management shall abide by and comply with all Federal, State, and Local laws, ordinances, regulations, and the Rules and Regulations of this Airport Management.

II. PRIVATE LEASES

- A. A Private Lease shall be any written agreement covering any person or corporation desiring to erect or occupy a building primarily for use as private aircraft storage and preventative maintenance.

B. MINIMUM STANDARDS AND REQUIREMENTS.

1. **Land.** The leasehold shall contain a minimum tract of land 45 feet deep and 40 feet wide, with a minimum annual rent of .23 per square foot said rent payable annually in advance.
2. **Buildings.** Before any construction is commenced, the plans or specifications shall be submitted to the Board for its approval, and no construction may be commenced without the prior written approval of the Board.
3. **Restrictions.** There shall be no fuel storage, on the leased property, nor shall the lessee conduct any type of nonairport business from the leasehold.
4. **Insurance Coverage.** Lessee shall furnish a building construction bond or insurance to hold the Board harmless for any liability for construction costs and against claims or liens of any kind that may be filed against the leased property, or any other property pertaining to the Board. Lessee shall always carry public liability and property damage insurance including bodily injury and property damage the amount to be determined by the type and number of aircraft

hangared at any one time, but as a minimum: Combined Single Limit - \$1,000,000 Aggregate.

5. **Utilities.** Lessee shall furnish his own electrical power with all cables underground and further shall pay for all parts and labor necessary to connect to the airport water system. There shall be a hook-up fee of Five Hundred (\$500.00).
6. **Approach to Hangar.** Lessee shall be solely responsible for the construction of the approach from the taxiway to the individual hangars. Any such construction shall be at least equal to that of the taxiway adjoining the leased premises.

APPROVED AND ADOPTED to be effective this 19 day of June, 2024.

NORTHEAST WYOMING AIRPORT BOARD

BY: _____

President

ATTEST:

Shelly Beese

