

## **FIXED BASE OPERATOR LEASE AND OPERATION AGREEMENT**

*[NOTE: This agreement is subject to Federal Aviation Administration (FAA) review and Sponsor approval, and also constitutes a public document, being subject to public inspection at any time hereafter.]*

THIS FIXED BASE OPERATOR LEASE AND OPERATION AGREEMENT (this "Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between the CITY OF ST. JOSEPH, MISSOURI, a municipal corporation organized and existing under the laws of the State of Missouri ("Sponsor"), and PAN AM FLIGHT SERVICES - ST. JOSEPH, LLC, a Missouri limited liability company ("Operator").

### **RECITALS**

WHEREAS, Sponsor is the owner of that certain public airport known as Rosecrans Memorial Airport, located in Buchanan County, Missouri, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Airport"); and

WHEREAS, Operator desires to lease certain premises at the Airport for the purpose of operating as a Fixed Based Operator providing aeronautical services to the public; and

WHEREAS, Sponsor desires to lease to Operator, and Operator desires to lease from Sponsor, the Premises (as hereinafter defined) for such purposes, subject to the terms and conditions set forth herein; and

WHEREAS, Sponsor and Operator are also in negotiations for the construction of new facilities at the Airport ("New Facilities"); and

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sponsor and Operator agree as follows:

### **ARTICLE I – PREMISES**

#### **Section 1.1 Leased Premises.**

Sponsor hereby leases to Operator, and Operator hereby leases from Sponsor, that certain real property at the Airport consisting of approximately the following areas (collectively, the "Premises"):

- (a) The FBO Complex located at 300 NW Rosecrans Road, St. Joseph, Missouri, consisting of approximately the following: (i) 3,000 square feet of office and lobby space, (ii) 15,000 square feet aircraft storage/maintenance area, and (iii) adjacent grounds thereto containing approximately 30,000 square feet and including the concrete sidewalk and aircraft taxilane.
- (b) The FBO parking lot located on the west 7,500 square feet (75' x 100') of the automobile parking area.
- (c) The automatic access gate between the FBO parking lot and the aircraft parking apron.

- (d) The barrel hanger located at 180 NW Rosecrans Road, St. Joseph, Missouri, consisting of approximately the following: (i) 28,000 square feet of aircraft storage area; (ii) 4,000 square foot aircraft maintenance shop inside the hangar; and (iii) adjacent grounds, including the approximately 15,000 square foot concrete taxiway aprons north and south of the hangar.
- (e) The aircraft storage hanger located at 150 NW Rosecrans Road, St. Joseph, Missouri, consisting of approximately the following: (i) 9,000 square feet of aircraft storage area, (ii) a 2,000 square foot office/restroom facility inside the hangar; and (iii) adjacent grounds east of the facility, and the concrete sidewalk and the taxiway apron west to Gate #20. The aircraft storage hanger is restricted from any type of fuel transfer, welding, torch cutting or soldering, doping, or spray painting operations.
- (f) The fuel farm fixed equipment and including the area consisting of the following: (i) three (3) 10,000 gallon self-contained tanks; (ii) parking for three (3) mobile fuel vehicles; (iii) adjacent grounds covering approximately 50,000 square feet and consisting of aircraft parking and fueling apron due west of the FBO Complex, including the Self-Fueling Facility, and (iv) any modifications to the foregoing (hereinafter, the "Fuel Farm").

The Premises are more particularly described and depicted in Exhibit B attached hereto and incorporated herein by reference. Notwithstanding anything in this Agreement to the contrary, in the event any of the above facilities at the Premises are demolished and/or become part of the New Facilities pursuant to a separate agreement between Sponsor and Operator, then this Agreement shall be amended so as to exclude such facilities and areas which are part of the New Facilities from the Premises under this Agreement; provided that the total Base Rent paid under Section 3.1 and Section 3.2 of this Agreement shall not be reduced as such Base Rent is intended to cover the Existing Facilities and the New Facilities.

## **Section 1.2 Ownership of Improvements.**

1. Existing Improvements. All existing structures, buildings, facilities, and improvements on the Premises as of the Effective Date (the "Existing Structures") are and shall remain the property of Sponsor.
2. Initial Improvements. Operator and Sponsor shall commence to make certain improvements to the Existing Structures as mutually agreed in writing between Sponsor and Operator. Operator agrees to complete a thorough walkthrough of the current Existing Structures with Sponsor at a time mutually acceptable to the parties to review and determine such specific improvements. The parties acknowledge that Sponsor shall make certain improvements to the Fuel Farm and Operator shall cooperate with Sponsor related to such improvements, as more specifically set forth on Exhibit C, including installation of certain card reader equipment provided by Operator.
3. Operator Improvements. Any structures, buildings, facilities, or improvements constructed or installed by Operator on the Premises during the Term of this Agreement with Sponsor's prior written approval (the "Operator Improvements") shall become the property of Sponsor upon the expiration or termination of the Term without any compensation to Operator, free and clear of all liens, claims, and encumbrances. Notwithstanding the foregoing, all trade fixtures, equipment, and signage installed by Operator shall not become the property of Sponsor and shall remain the property of Operator.

### **Section 1.3 Common Areas.**

Operator shall have the non-exclusive right to use, in common with others, the Common Areas of the Airport. "Common Areas" shall mean all areas and facilities at the Airport that are designated by Sponsor for common use by tenants and other authorized users of the Airport, including, but not limited to, runways, taxiways, aprons, roadways, parking areas, terminal facilities, and other public areas (excluding all military use areas). Operator's use of the Common Areas shall be subject to such reasonable rules, regulations, and restrictions as Sponsor may from time to time impose.

### **Section 1.4 Access License.**

Sponsor hereby grants to Operator a non-exclusive license for ingress to and egress from the Premises over and across the Airport property on roadways or other access ways designated by Sponsor from time to time for such purpose. Operator shall have the right to use the runways, taxiways, and other aircraft operating areas of the Airport in common with others authorized to do so, subject to such reasonable rules, regulations, and restrictions as Sponsor may from time to time Impose.

## **ARTICLE II – TERM**

### **Section 2.1 Initial Term.**

The initial term of this Agreement (the "Initial Term") shall be for a period of five (5) years, commencing on the Effective Date and ending at 11:59 p.m. on the day immediately preceding the fifth (5th) anniversary of the Effective Date (the "Expiration Date"), unless sooner terminated as provided herein.

### **Section 2.2 Option to Extend.**

Provided that Operator is not in default under this Agreement beyond any applicable notice and cure period, Operator shall have the option to extend the Term of this Agreement for four (4) additional periods of five (5) years each (each, an "Extension Term" and collectively with the Initial Term, the "Term"). Each such Extension Term shall automatically renew, unless Operator delivers written notice of its election not to exercise such option and terminate this Agreement at least one hundred eighty (180) days prior to the expiration of the then current Term. Each Extension Term shall be upon the same terms, covenants, and conditions as provided in this Agreement, except that the Rent shall be adjusted as provided in Section 3.2 below.

## **ARTICLE III- RENT AND OTHER CHARGES**

### **Section 3.1 Base Rent.**

1. During the Initial Term, Operator shall pay to Sponsor annual base rent for the Premises in the amount of \$126,000 (the "Base Rent"), payable in equal monthly installments of \$10,500 on or before the first day of each calendar month, without notice, demand, deduction, or offset. The monthly Base Rent is allocated to cover the following categories: FBO Complex, Aircraft Storage Hangar, Aircraft Parking Apron, Fuel Farm, Self-Fuel Facility and Barrel Hangar.
2. The first monthly installment of Base Rent shall be due and payable on the Effective Date. If the Effective Date is not the first day of a calendar month, the first monthly installment

of Base Rent shall be prorated based on the number of days remaining in the month.

### **Section 3.2 Rent Adjustments.**

Commencing on the first anniversary of the Commencement Date and on each anniversary thereafter during the Term, the Base Rent shall be increased by an amount equal to the percentage increase, if any, in the Consumer Price Index ("CPI") for All Urban Consumers, U.S. City Average, All Items (1982-84=100), published by the United States Bureau of Labor Statistics, for the most recent twelve-month period for which such data is available prior to the adjustment date. Notwithstanding the foregoing, in no event shall the annual increase in Base Rent exceed five percent (5%) of the Base Rent payable for the immediately preceding year.

### **Section 3.3 Fuel Flowage Fees.**

In addition to the Base Rent, Operator shall pay to Sponsor a fuel flowage fee (the "Fuel Flowage Fee") for each gallon of aviation fuel sold by Operator at the Premises. The Fuel Flowage Fee shall be \$0.10 per gallon for Jet A fuel and \$0.10 per gallon for AvGas (100LL) fuel. The Fuel Flowage Fee shall be paid monthly, based on the total gallons of fuel sold by Operator at the Premises during the preceding calendar month, and shall be due and payable within 15 days after the end of each month.

### **Section 3.4 INTENTIONALLY DELETED**

### **Section 3.5 Utilities.**

Operator shall be responsible for and shall promptly pay all charges for electricity, water, gas, telephone, internet, sewage, garbage disposal, and all other utilities used or consumed on the Premises. Operator shall make all arrangements for and pay for all necessary connections to such utilities. If any utilities are not separately metered to the Premises, Operator shall pay to Sponsor, as additional rent, Operator's proportionate share of such utilities, as reasonably determined by Sponsor.

### **Section 3.6 Taxes.**

1. Sponsor represents that there are no real property taxes, assessments, and other governmental charges (collectively, "Taxes") levied or assessed against the Premises related to the Existing Facilities, or any portion thereof, or if any exist they will be paid by Sponsor; however, if Operator constructs any improvements on the Premises, then Operator shall be responsible for and shall promptly pay all Taxes to the extent levied or assessed against such new improvements at the Premises or any portion thereof, or against Operator's leasehold interest therein, during the Term of this Agreement. If the Premises are not separately assessed, Operator shall pay to Sponsor, as additional rent, Operator's proportionate share of such Taxes, as reasonably determined by Sponsor. Operator shall be responsible for and shall promptly pay all personal property taxes levied or assessed against Operator's personal property, trade fixtures, and equipment located on the Premises.
2. Operator shall be responsible for and shall promptly pay all sales, use, income, and other taxes levied or assessed against Operator's business operations on the Premises.
3. Nothing herein shall be construed as a waiver of Operator's right to contest any tax assessment in accordance with applicable law, provided that Operator shall promptly pay all taxes when due, subject to refund if Operator's contest is successful.

### **Section 3.7 Late Charges.**

If Operator fails to pay any installment of Rent or any other sum due under this Agreement within ten (10) days after the due date, Operator shall pay to Sponsor a late charge equal to five percent (5%) of the overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs Sponsor will incur by reason of late payment by Operator. In addition to the late charge, any Rent or other sum due under this Agreement that is not paid within ten (10) days after the due date shall bear interest from the due date until paid at the rate of ten percent (10%) per annum, but not to exceed the maximum rate permitted by applicable law. Notwithstanding the foregoing, for the first instance of late payment during the Term, such late charge shall not be due and payable unless such failure continues for ten (10) days after the giving of notice by Sponsor to Operator in respect thereof.

### **Section 3.8 No Setoff.**

The Base Rent, Fuel Flowage Fees, and all other sums payable by Operator hereunder shall be paid without notice, demand, counterclaim, setoff, deduction, or defense and without abatement, suspension, deferment, diminution, or reduction. Operator's obligation to pay Rent and all other sums payable hereunder shall not be affected by any circumstance or occurrence whatsoever, including, without limitation, any set-off, counterclaim, recoupment, defense or other right which Operator may have against Sponsor or anyone else for any reason whatsoever.

## **ARTICLE IV- USE AND OPERATION**

### **Section 4.1 Permitted Use.**

1. Operator shall use the Premises solely for the purpose of operating a fixed base operation providing aeronautical services to the public, including, but not limited to, the following services (collectively, the "Required Services"):

- A. Aircraft fueling and lubricating services (avgas and jet fuel) and other ancillary services for transient and local aircraft (including cleaning interiors, windscreens, etc.);
- B. Aircraft line services (including UNICOM operation);
- C. Aircraft parking, tie-down, and hangar storage services;
- D. Aircraft minor maintenance and repair services;
- E. DESC (Defense Logistics Agency Energy Into-Plane Contract) authorization to provide aviation fuel and related services to military aircraft, provided Operator shall not be required to sell such fuel below cost and fees. Sponsor agrees that the Fuel Flowage Fee on the sale of fuel to the military aircraft under this section shall be five cents (\$.05) per gallon; provided however, if the profit margin on the sale of such fuel to military aircraft is less than five cents (\$.05) per gallon, then the Fuel Flowage Fee shall be \$0.00 per gallon.

Services under (A), (B), and (C) shall be available on a twenty-four (24) hour basis, either on an individual operator basis, a cooperative basis among operators, and/or "on call" basis for off hours.

2. In addition to the Required Services, Operator may provide the following ancillary services (collectively, the "Optional Services"):

- A. Retail sales of aviation-related merchandise;
- B. Pilot supplies and equipment sales or rental;
- C. Airframe and powerplant repairs;
- D. Avionics sales and services;
- E. Aircraft sales and rental;
- F. Flight training;
- G. Flight ground school;
- H. Air passenger or cargo service;
- I. Food and beverage services;
- J. Automobile rental services;
- K. Conference room and office space rental; and
- L. Such other aeronautical or non-aeronautical services as may be approved in writing by Sponsor.

3. Operator shall not use or permit the use of the Premises for any other purpose without the prior written consent of Sponsor, which consent may be withheld in Sponsor's sole discretion.

#### **Section 4.2 Required Hours of Operation.**

1. Staffed Operations. Operator shall keep the FBO Complex staffed on site and open for service to the public seven (7) days per week from at least 7:00a.m. to 7:00p.m., with service adequate to meet public demand, with the exception of Thanksgiving Day, New Year's Day, Easter Sunday, and Christmas Day where staff shall be on-call. If Sponsor determines, in Sponsor's reasonable discretion, that public demand requires additional hours of operation, Sponsor may require additional hours of service with thirty (30) days advance notice.

2. On-Call Operation. In addition to the hours during which Operator must keep the FBO staffed on site and open for service, Operator shall provide the services described above as "Required Services" twenty-four hours per day, seven days per week (including holidays) in response to telephone or other on-call service requested by pilots or members of the public. Operator shall maintain, in a prominent location at the FBO Complex, a sign designating how such services may be requested after regular business hours and shall respond to such requests within one (1) hour.

#### **Section 4.3 Minimum Standards.**

Operator shall conduct its operations on the Premises in accordance with the Minimum Standards for Commercial Aeronautical Activities at Rosecrans Memorial Airport, as adopted by Sponsor and as may be reasonably amended from time to time (the "Minimum Standards"), a copy of which is attached hereto as Exhibit D and incorporated herein by reference. In the event of any conflict between the provisions of this Agreement and the Minimum Standards, the more stringent provision shall control; except that the provisions of Article V (Maintenance and Repairs) and Article IX (Assignment and Subletting) of this Agreement shall control.

#### **Section 4.4 Quality of Services.**

Operator shall provide all services in a first class, professional, courteous, and efficient manner, consistent with industry standards for fixed base operations at comparable airports. Operator shall maintain sufficient inventory, equipment, and trained personnel to provide the Required Services in a timely and efficient manner.

#### **Section 4.5 Succession Planning.**

Operator shall expeditiously act to identify a replacement General Manager/CEO to lead Operator's operations at the Airport and replace Gary Patterson in such role within two (2) years of the effective date. Such replacement General Manager shall have appropriate qualifications and experience and shall allow Sponsor's representatives an opportunity to meet with any interviewed candidates and provide feedback prior to making a final selection of a replacement General Manager/CEO. In the event that any staff member of Operator is determined to be a source of recurring issues and/or conflicts with other users of the Airport beyond those expected in normal operations of comparable airports, Operator agrees to address such issues promptly, up to and including replacement of such personnel as reasonably appropriate.

#### **Section 4.6 Fuel Quality Control.**

1. Operator shall comply with all applicable federal, state, and local laws, regulations, and industry standards regarding the storage, handling, and dispensing of aviation fuel, including, but not limited to, the requirements of the Federal Aviation Administration, the Environmental Protection Agency, the Missouri Department of Natural Resources, and the National Fire Protection Association.
2. Operator shall implement and maintain a comprehensive fuel quality control program in accordance with industry standards, including, but not limited to, the requirements of ASTM International, the National Air Transportation Association, and the major aviation fuel suppliers.
3. Operator shall maintain accurate and complete records of all fuel deliveries, quality control inspections, and fuel dispensing activities, including records of fuel sold to regular aircraft vs. military aircraft, and shall make such records available for inspection by Sponsor upon request.

#### **Section 4.7 Compliance with Laws.**

1. Operator shall, at its sole cost and expense, comply with all present and future laws, ordinances, orders, rules, regulations, and requirements of all federal, state, and local governmental authorities having jurisdiction over the Premises or Operator's operations thereon, including, but not limited to, the Federal Aviation Administration, the Transportation Security Administration,

the Environmental Protection Agency, and the Missouri Department of Natural Resources.

2. Operator shall, at its sole cost and expense, obtain and maintain all licenses, permits, certificates, and approvals required for Operator's operations on the Premises.
3. Operator shall not use or permit the use of the Premises in any manner that would (i) violate any applicable law, ordinance, order, rule, or regulation; (ii) create a nuisance or disturb other tenants or users of the Airport (other than for typical uses at an airport); (iii) invalidate or unreasonably increase the premiums for any insurance policy carried by Sponsor; or (iv) result in a cancellation of, or a refusal to renew, any such insurance policy.

#### **Section 4.8 Rules and Regulations.**

Operator shall observe and comply with all reasonable rules and regulations established by Sponsor from time to time for the proper operation, management, and security of the Airport, provided that such rules and regulations do not materially interfere with Operator's rights under this Agreement or impose material additional costs on Operator.

#### **Section 4.9 Signage.**

Operator may install and maintain, at its sole cost and expense, appropriate signs identifying its business on the exterior of the Premises, subject to Sponsor's prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed. All signs shall comply with applicable laws, ordinances, and regulations, and shall be consistent with the architectural and aesthetic standards established by Sponsor for the Airport.

#### **Section 4.10 Hazardous Materials.**

1. Except as provided in Section 4.10(2) below, Operator shall not cause or permit any Hazardous Materials (as defined below) to be brought upon, kept, or used in or about the Premises or the Airport without the prior written consent of Sponsor, which consent may be withheld in Sponsor's sole discretion.
2. Notwithstanding Section 4.10(1) above, Operator may, without Sponsor's prior consent, use and store on the Premises aviation fuel, lubricants, and other Hazardous Materials that are customarily used in the operation of a fixed base operation, provided that (i) such Hazardous Materials are used, stored, and disposed of in strict compliance with all applicable laws, regulations, and industry standards; (ii) such Hazardous Materials are used and stored only in quantities necessary for the day-to-day operation of Operator's business; and (iii) Operator provides Sponsor with a list of all Hazardous Materials used or stored on the Premises, together with copies of all material safety data sheets for such Hazardous Materials.
3. Operator shall immediately notify Sponsor of any release or threatened release of Hazardous Materials on or from the Premises and shall promptly take all reasonable actions to stop any such release in accordance with all applicable laws and regulations.
4. Operator shall indemnify, defend, and hold harmless Sponsor from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with the presence, use, storage, disposal, or release of Hazardous



Materials on or from the Premises during the Term of this Agreement, regardless of whether such Hazardous Materials were brought upon the Premises by Operator, its employees, agents, contractors, customers, or invitees; except to the extent caused by Sponsor, or its employees or agents, or any of the existing Fuel Farm equipment.

5. As used herein, "Hazardous Materials" shall mean any substance, material, or waste that is or becomes regulated by any federal, state, or local governmental authority because of its toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness, or reactivity, including, but not limited to, asbestos, polychlorinated biphenyls, petroleum and petroleum products, and substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," or "regulated substances" under any applicable federal, state, or local law or regulation.
6. The provisions of this Section 4.10(4) shall survive the expiration or earlier termination of this Agreement.

## **ARTICLE V- MAINTENANCE AND REPAIRS**

### **Section 5.1 Operator's Maintenance Obligations.**

Except as set forth in Section 5.2, Operator shall, at its sole cost and expense, keep and maintain the Premises, including all buildings, improvements, fixtures, equipment, and personal property thereon, in good order, condition, and repair, reasonable wear and tear excepted. Operator's nonstructural maintenance obligations shall include, but not be limited to, the following:

1. Regular cleaning, janitorial services, and trash removal;
2. Maintenance and repair of all nonstructural interior walls, floors, ceilings, doors, windows, and fixtures;
3. Maintenance and repair of all plumbing, electrical, heating, ventilation, and air conditioning systems serving the Premises;
4. Maintenance and repair of fuel dispensing systems, such as electrical components, hoses, filters, and pumps;
5. Maintenance and repair of all aircraft hangar floors;
6. INTENTIONALLY DELETED.
7. INTENTIONALLY DELETED.
8. Landscape maintenance, including mowing, trimming, and weed control immediately adjacent to the FBO building;
9. Remove any litter or other unsightly trash or refuse from the areas surrounding said buildings including right-of-way areas up to the street curb and keep such areas in a safe, clean, well-kept, and orderly condition.

10. Snow and ice removal from all walkways on the Premises;
11. Pest control services;
12. Operator agrees to store all accumulated garbage in a neat and clean manner, as an essential element of its responsibilities for maintenance of the Premises. Operator also agrees that garbage carrying, and disposal is its sole responsibility, and agrees to comply with all rules and ordinances of the City of St. Joseph and State of Missouri regarding its storage and disposal; and
13. Operator shall perform all maintenance and repairs in a good and workmanlike manner, using materials of equal or better quality than those being repaired or replaced, and in compliance with all applicable laws, codes, and regulations.
14. If Operator fails to perform any of its maintenance obligations under this Section 5.1, within thirty (30) days after written notice from Sponsor (or such shorter period as may be reasonable in the event of an emergency), Sponsor may, but shall not be obligated to, perform such reasonable maintenance or repairs on behalf of Operator consistent with the terms of this Agreement. In such event, Operator shall reimburse Sponsor for all reasonable costs and expenses incurred by Sponsor in performing such maintenance or repairs, plus an administrative fee equal to fifteen percent (15%) of such costs and expenses, within thirty (30) days after receipt of Sponsor's invoice and reasonable backup evidence of such work.

#### **Section 5.2 Sponsor's Maintenance Obligations.**

1. Sponsor shall, at its sole cost and expense, maintain and repair the runways, taxiways, parking aprons, and other aircraft operating areas of the Airport, and the roadways providing access to the Premises, and the exterior walls, roofs, and structural elements of the buildings and Fuel Farm on the Premises, in good order, condition, and repair; except to the extent caused by Operator.
2. Sponsor shall not be obligated to make any repairs or improvements to the Premises, except as expressly provided in this Section 5.2 or elsewhere in this Agreement.
3. Except as set forth above, Sponsor shall not be liable for any damage or injury caused by any failure to maintain or repair the nonstructural portions of Premises or any part thereof, except to the extent such failure is due to Sponsor's gross negligence or willful misconduct.

#### **Section 5.3 Alterations and Improvements.**

1. Operator shall not make any alterations, additions, or improvements to the Premises without Sponsor's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Sponsor's consent shall not be required for minor alterations, additions, or improvements that (i) do not affect the structural elements of the buildings on the Premises; (ii) do not affect the exterior appearance of the buildings on the Premises; (iii) do not affect any building systems, including, but not limited to, the plumbing, electrical, heating, ventilation, and air conditioning systems; and (iv) cost less than \$75,000 in the aggregate during any twelve (12) month period.
2. All alterations, additions, or improvements made by Operator to the Premises (other than

Operator's trade fixtures, equipment, signage, and personal property) shall become the property of Sponsor upon the expiration or earlier termination of this Agreement, without any compensation to Operator.

3. Operator shall not permit any mechanics' or materialmen's liens to be filed against the Premises or the Airport by reason of any work, labor, services, or materials performed or furnished to Operator or anyone holding the Premises through or under Operator. If any such lien is filed, Operator shall cause the same to be discharged of record within thirty (30) days after Operator receives notice of such filing. If Operator fails to discharge such lien within such thirty (30) day period, Sponsor may, but shall not be obligated to, discharge the same by paying the amount claimed to be due or by procuring the discharge of such lien by giving security or in such other manner as may be prescribed by law. In such event, Operator shall reimburse Sponsor for all costs and expenses incurred by Sponsor in discharging such lien, plus an administrative fee equal to fifteen percent (15%) of such costs and expenses, within thirty (30) days after receipt of Sponsor's invoice therefor and reasonable backup evidence of such costs.
4. Operator, and its successors and assigns, will complete a FAA Form 7460-1, Notice of Proposed Construction or Alteration, and receive a favorable determination from the FAA prior to any construction on the Premises to the extent required by FAA regulations.
5. Operator expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.
6. Operator expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

## **ARTICLE VI- INSURANCE AND INDEMNIFICATION**

### **Section 6.1 Operator's Insurance.**

Operator shall, at its sole cost and expense, procure and maintain during the Term of this Agreement the following insurance coverages:

1. Commercial General Liability Insurance, including coverage for premises liability, products and completed operations, personal and advertising injury, XCU (Explosion, Collapse, Underground) hazards, and contractual liability, on an occurrence basis with limits of not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate. In addition to all other obligations stated herein, such insurance shall include coverage for all of Operator's indemnification obligations contained in this Agreement.
2. Hangarkeeper's Liability Insurance covering Operator's liability for damage to or destruction of aircraft in Operator's care, custody, or control, with limits of not less than \$5,000,000 per occurrence and in the aggregate.
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used by Operator in connection with its operations on the Premises, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.

4. Workers' Compensation Insurance as required by the laws of the State of Missouri, and Employer's Liability Insurance with limits of not less than \$1,000,000 per accident, \$1,000,000 per disease (policy limit), and \$1,000,000 per disease (each employee).
5. Property Insurance covering all of Operator's personal property, trade fixtures, equipment, and improvements on the Premises, on an "all-risk" or "special form" basis, in an amount equal to the full replacement cost thereof, without deduction for depreciation.
6. Environmental Impairment Liability Insurance covering Operator's liability for bodily injury, property damage, and environmental remediation costs caused by pollution conditions, with limits of not less than \$2,000,000 per occurrence and \$5,000,000 in the aggregate; all or portion of such insurance may be provided through the Missouri PST insurance fund.
7. Aircraft Liability Insurance covering all aircraft owned, operated, or maintained by Operator, with limits of not less than \$5,000,000 per occurrence for bodily injury and property damage.

#### **Section 6.2 Insurance Requirements.**

1. All insurance policies required under Section 6.1 above shall be issued by insurance companies licensed to do business in the State of Missouri and having a current A.M. Best rating of at least A-VII.
2. All insurance policies required under Section 6.1 may maintain reasonable and customary deductibles as selected by Sponsor, provided that such selected deductibles are approved, in writing, by Sponsor's Risk Manager.
3. All liability insurance policies required under Section 6.1 above shall name Sponsor, its officers, employees, and agents as additional insureds, and shall provide that such policies are primary and non-contributory with respect to any insurance carried by Sponsor.
4. All insurance policies required under Section 6.1 above shall contain a waiver of subrogation in favor of Sponsor, its officers, employees, and agents.
5. All insurance policies required under Section 6.1 above shall provide that such policies may not be canceled or materially changed without at least thirty (30) days' prior written notice to Sponsor.
6. Operator shall deliver to Sponsor certificates of insurance evidencing all insurance coverages required under Section 6.1 above prior to the Effective Date and shall deliver renewal certificates to Sponsor at least thirty (30) days prior to the expiration of any such insurance policies.
7. The limits of insurance required under Section 6.1 above may be satisfied by a combination of primary and umbrella or excess insurance policies, provided that any such umbrella or excess insurance policies shall follow the form of the primary insurance and shall provide the same coverage as the primary insurance.
8. The insurance requirements set forth in this Article VI shall not limit Operator's liability under this Agreement or as provided by law.

### **Section 6.3 Subcontractor's Insurance.**

Operator shall require all subcontractors hired by the Operator, and other third-parties authorized by Operator to provide goods or perform services at the Airport, to maintain insurance coverage consistent with the services or work being performed by such party. It is the responsibility of the Operator to assure compliance with this provision. The Sponsor accepts no responsibility arising from the conduct, or lack of conduct, of the subcontractor.

### **Section 6.4 Waiver of Subrogation.**

Sponsor and Operator hereby waive any and all rights of recovery against each other, and against the officers, employees, agents, and representatives of the other, for loss of or damage to the Premises or the Airport, or the property of either party, to the extent that such loss or damage is insured against under any insurance policy required by this Agreement or otherwise in force at the time of such loss or damage. Each party shall, upon obtaining any insurance policy required by this Agreement or otherwise maintained by such party, give notice to the insurance carrier that the foregoing mutual waiver of subrogation is contained in this Agreement, and shall obtain an endorsement to such insurance policy acknowledging such waiver of subrogation. This waiver is conditioned upon and subject to any express provision, to be contained in the other party's insurance policies, waiving the right of subrogation against the other party.

### **Section 6.5 Indemnification.**

1. Operator shall indemnify, defend, and hold harmless Sponsor, its elected officials, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) to the extent arising out of or in connection with (i) Operator's use or occupancy of the Premises; (ii) any activity, work, or thing done, permitted, or suffered by Operator in or about the Premises or the Airport; (iii) any breach or default by Operator in the performance of any of its obligations under this Agreement; or (iv) any negligence or willful misconduct of Operator, its officers, employees, agents, contractors, customers, or invitees; except to the extent caused by Sponsor or its agents.
2. To the extent permitted by applicable law, Sponsor shall indemnify, defend, and hold harmless Operator, its officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) to the extent arising out of or in connection with (i) any activity or work performed or agreed to by Sponsor in or about the Premises or the Airport; (ii) any breach or default by Sponsor in the performance of any of its obligations under this Agreement; or (iii) any negligence or willful misconduct of Sponsor, or its elected officials or employees; except to the extent caused by Operator or its agents.
3. Notwithstanding any other provision herein, Operator agrees for itself and its heirs, successors, and assigns that it will not bring suit against the Sponsor or assign any cause of action resulting from an accident, fire, noise, or disturbance from the operation, maintenance, accident, crash, or crash landing of any aircraft on the Airport area or in the vicinity of the Airport, or during any operation of aircraft over the Premises, except any such cause or action arising out of the gross negligence or willful act of Sponsor or those acting on its behalf.
4. Notwithstanding any other provision herein, Operator holds Sponsor harmless for any damage to

or destruction of Operator's property located on the Premises to the extent caused by natural occurrences, unless caused by the gross negligence or willful act of Sponsor or those acting on its behalf.

5. The provisions of this Section 6.5 shall survive the expiration or earlier termination of this Agreement.

## **ARTICLE VII - DAMAGE OR DESTRUCTION**

### **Section 7.1 Damage or Destruction of Premises.**

1. If the Premises or any portion thereof are damaged or destroyed by fire or other casualty, Operator shall promptly notify Sponsor of such damage or destruction.
2. If the more than twenty-five percent (25%) of Premises are damaged or destroyed by fire or other casualty to the extent that they are rendered untenable for Operator's permitted use, Operator shall have the option of terminating this Agreement or restoring the Premises in a reasonable and sufficient manner at its sole cost and expense, in which case, this Agreement shall continue in accordance with all of its terms and conditions.
3. Notwithstanding anything to the contrary contained in this Section 7.1, if the Premises are damaged or destroyed by fire or other casualty, and if such damage or destruction is caused by the negligence or willful misconduct of Operator, its officers, employees, agents, contractors, customers, or invitees, Sponsor may, at its option, require Operator to repair and restore any Operator Improvements at Operator's sole cost and expense.

### **Section 7.2 Damage or Destruction of Airport.**

If the Airport or any portion thereof (other than the Premises) is damaged or destroyed by fire or other casualty to the extent that the Airport is rendered unusable for its intended purpose, and if such damage or destruction cannot reasonably be repaired within one hundred eighty (180) days after the date of such damage or destruction, either Sponsor or Operator may terminate this Agreement by giving written notice to the other party within thirty (30) days after the date of such damage or destruction.

## **ARTICLE VIII- RECORDS AND REPORTING**

### **Section 8.1 Operator's Financial Records**

Operator shall maintain a standard, modern system of accounting and shall keep and maintain all books and records in accordance with generally accepted accounting principles on a consistent basis. Such books and records must be maintained by Operator in a secure place and include proper and accurate books, records, ledgers, correspondence, and other papers and repositories of information, relating to all business conducted upon the Premises.

### **Section 8.2 Reporting**

Upon written request from Sponsor, Operator shall provide Sponsor access (together with the right to copy) as soon as the same are available, but not more than ninety (90) days after the end of Operator's fiscal year, and not more than forty-five (45) days of the end of each Operator's quarterly fiscal periods,

a copy of Operator's then-current fuel sales financial statements. Such financial statements shall contain a balance sheet as position for such fiscal period, all in reasonable detail, prepared in accordance with generally accepted accounting principles consistently applied throughout the period involved. All financial statements required pursuant hereto shall be certified, as the case may be, by the individual who is the subject of such statements. Operator will also furnish, from time to time, such additional financial and other information on such fuel sales as Sponsor may reasonably request.

### **Section 8.3 Right of Inspection**

So long as the same shall be pertinent to fuel sales under this Agreement and, in any event, for a period extending at least three (3) years after termination of this Agreement, Operator will permit and assist Sponsor and its representatives at all times to inspect, audit and copy, as applicable, at the Premises, Operator's facilities, activities, computer data, books of account, logs and records, and make available to Sponsor at the Premises reasonable accommodations for Sponsor's audit and inspection.

### **Section 8.4 Costs of Audit**

If an audit, inspection, or examination in accordance with this article discloses underpayment by Operator to Sponsor in excess of five percent (5%) of any payments or single payment of the Fuel Flowage Fee, Sponsor's actual cost of the audit, inspection, or examination, together with late fees, interest, and other amounts payable in connection with such adjustments and/or payments which must be made as a result of any such audit inspection or examination (whether or not performed by Sponsor or outside contractors), shall be made within a reasonable amount of time, but in no event more than thirty (30) days from presentation of Sponsor's findings to Operator.

### **Section 8.5 Confidential Information**

Except as otherwise agreed to by Operator in writing or as required by applicable law, Sponsor shall maintain the confidentiality of all confidential and proprietary information provided by Operator, including but not limited to, any financial information obtained from Operator or about Operator's affiliated entities. Sponsor may not use or disclose such information for any purpose other than in connection with the performance of the services under this Agreement. For clarity, Sponsor shall not release or provide any confidential and proprietary information provided by Operator to the public or any other parties except as required by applicable law.

## **ARTICLE IX - ASSIGNMENT AND SUBLETTING**

### **Section 9.1 Assignment and Subletting.**

1. Operator shall not assign this Agreement or any interest therein, or sublet the Premises or any portion thereof, or grant any license, concession, or other right of occupancy of the Premises or any portion thereof, or otherwise transfer this Agreement or any interest therein (collectively, a "Transfer"), without Sponsor's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, no such consent shall be required for a sublease or license of a portion of the Premises for aircraft storage, maintenance, or office use.
2. A Transfer shall include, if Operator is a corporation, partnership, limited liability company, or other entity, the transfer of fifty percent (50%) or more of the ownership interests in Operator

or control of Operator, whether in a single transaction or a series of related transactions.

3. Any Transfer made without Sponsor's prior written consent shall be void and of no effect and shall constitute a default under this Agreement.
4. No Transfer shall release Operator from any of its obligations under this Agreement, unless Sponsor expressly agrees to such release in writing.
5. If Operator requests Sponsor's consent to a Transfer, Operator shall provide Sponsor with the following information: (i) the name and address of the proposed transferee; (ii) the nature of the proposed transferee's business; (iii) the terms and conditions of the proposed Transfer; and (iv) such financial and other information regarding the proposed transferee as Sponsor may reasonably request.
6. Notwithstanding anything in this Agreement to the contrary, in the event of a sublease or license of the Premises, Sponsor shall not be entitled to any of the Rent payable to Operator under such sublease/license.

## **ARTICLE X- DEFAULT AND REMEDIES**

### **Section 10.1 Events of Default.**

The occurrence of any of the following events shall constitute an "Event of Default" by Operator under this Agreement:

1. Operator's failure to pay any Rent or other sum due under this Agreement within ten (10) days after written notice from Sponsor that such Rent is past due.
2. Operator's failure to perform or observe any other covenant, agreement, or obligation of Operator under this Agreement, if such failure continues for thirty (30) days after written notice from Sponsor; provided, however, that if such failure cannot reasonably be cured within such thirty (30) day period, Operator shall not be in default if Operator commences to cure such failure within such thirty (30) day period and diligently pursues such cure to completion.
3. Operator fails to meet the Sponsor's Minimum Standards for Aeronautical Activities for Fixed Base Operations at the Airport thirty (30) days after written notice from Sponsor; provided, however, that if such failure cannot reasonably be cured within such thirty (30) day period, Operator shall not be in default if Operator commences to cure such failure within such thirty (30) day period and diligently pursues such cure to completion;
4. Operator otherwise materially breaches this Agreement or fails to provide adequate services required by this Agreement and Operator fails to remedy such for a period of sixty (60) days after receipt from Sponsor of written notice of the same, provided however, that no notice of termination shall be of any force or effect if the Operator shall have remedied the default prior to receipt of Sponsor's notice of termination;
5. Operator's abandonment or vacation of the Premises.
6. Operator permits the Premises to be used for any unauthorized or unlawful business;



7. Operator assigns or subleases or otherwise transfers rights under this Agreement without written consent of Sponsor;
8. The filing by or against Operator of a petition in bankruptcy, for reorganization, or for an arrangement under any present or future federal or state bankruptcy law or any similar law; the adjudication of Operator as bankrupt or insolvent; the appointment of a receiver or trustee for all or substantially all of Operator's assets; or the making by Operator of an assignment for the benefit of creditors.
9. The attachment, execution, or other judicial seizure of all or substantially all of Operator's assets or of Operator's interest in this Agreement, if such attachment, execution, or seizure is not discharged within thirty (30) days.
10. The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport, so as to substantially affect Operator or Operator's customers, and the remaining in force of such injunction for a period of at least thirty (30) days, provided that such injunction is not due to Operator's operation at the Airport; and
11. The assumption by the United States Government or any authorized agency thereof of the operation, control, or use of the Airport and facilities or any substantial part or parts thereof, in a manner as substantially to restrict Operator or Operator's customers for a period of at least sixty (60) days from full use of its leased premises, and in that event, a just and proportionate part of the rent hereunder shall be abated.

## **Section 10.2 Sponsor's Remedies.**

Upon the occurrence of an Event of Default by Operator, Sponsor may, at its option, exercise any one or more of the following remedies, in addition to all other rights and remedies provided by law or equity:

1. Sponsor may terminate this Agreement by giving written notice to Operator, in which event Operator shall immediately surrender the Premises to Sponsor, and Sponsor may recover from Operator all damages incurred by Sponsor by reason of Operator's default, including, but not limited to, (i) the cost of recovering possession of the Premises; (ii) the worth at the time of award of the unpaid Rent that had been earned at the time of termination; (iii) the worth at the time of award of the amount by which the unpaid Rent that would have been earned after termination until the time of award exceeds the amount of such rental loss that Operator proves could have been reasonably avoided; (iv) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Operator proves could be reasonably avoided; and (v) any other amount necessary to compensate Sponsor for all the detriment proximately caused by Operator's failure to perform its obligations under this Agreement or which in the ordinary course of things would be likely to result therefrom.
2. Sponsor may terminate Operator's right to possession of the Premises without terminating this Agreement, in which event Operator shall immediately surrender the Premises to Sponsor, and Sponsor may recover from Operator all damages incurred by Sponsor by reason of Operator's default, including, but not limited to, those damages specified in Section 10.2(a) above. If Sponsor elects to terminate Operator's right to possession without terminating this Agreement,

Sponsor may, at its option, enter the Premises, remove Operator's property, and relet the Premises for the account of Operator for such term and at such rental as Sponsor may deem advisable, and Operator shall be liable for any deficiency between the Rent due under this Agreement and the rent obtained by Sponsor through such reletting, as well as for the cost of such reletting, including, but not limited to, repairs, alterations, improvements, brokerage commissions, and attorneys' fees.

3. Sponsor may perform any act or obligation that Operator has failed to perform, in which event Operator shall reimburse Sponsor for all costs and expenses incurred by Sponsor in performing such act or obligation, plus an administrative fee equal to fifteen percent (15%) of such costs and expenses, within thirty (30) days after receipt of Sponsor's invoice therefor and backup evidence of such costs. Sponsor's performance of Operator's obligations shall not be deemed a waiver or release of Operator's default or of Sponsor's right to exercise any other remedy.
4. Sponsor shall have a statutory landlord's lien on all merchandise, goods, chattels, implements, fixtures, tools, furniture, machinery, and any other personal property which Operator now, or at any time hereafter, may place in or upon the Premises, all exemptions of said property, or any part of it, is expressly waived by Operator. Sponsor is hereby granted an express contractual landlord's lien on such goods, all or any exemption is hereby waived by Operator, but without limiting Operator's right to sell, exchange, or replace such goods from time to time in the order or course of business or trade.
5. Default on payments by Operator entitles Sponsor, at its option, to take whatever lawful action reasonably necessary to protect Sponsor's interest in said property, including the storing of liened goods for payment for a reasonable time, as well as the selling of such goods at public or private auction for rental due, without waiving Sponsor's right to the total rental due.
6. Operator agrees that Sponsor has the right to remove any leased structures or properties from this Agreement, upon a thirty (30) day written notification from the Sponsor, or designee. In such event, future rental charges associated with such property shall stop accruing.

### **Section 10.3 Sponsor's Default.**

Sponsor shall not be in default under this Agreement unless Sponsor fails to perform any of its obligations hereunder within thirty (30) days after written notice from Operator specifying such failure; provided, however, that if such failure cannot reasonably be cured within such thirty (30) day period, Sponsor shall not be in default if Sponsor commences to cure such failure within such thirty (30) day period and diligently pursues such cure to completion. If Sponsor is in default under this Agreement, Operator may exercise any right or remedy available to Operator at law or in equity, except that Operator shall not have the right to terminate this Agreement or to withhold, offset, or abate any Rent or other sum due under this Agreement.

### **Section 10.4 Remedies Cumulative.**

The rights and remedies of each party under this Agreement shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise of any other right or remedy available to Sponsor under this Agreement or at law or in equity.

### **Section 10.5 Waiver of Jury Trial.**

SPONSOR AND OPERATOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE RELATIONSHIP OF SPONSOR AND OPERATOR, OPERATOR'S USE OR OCCUPANCY OF THE PREMISES, OR ANY CLAIM OF INJURY OR DAMAGE.

## **ARTICLE XI- SURRENDER AND HOLDING OVER**

### **Section 11.1 Surrender of Premises.**

Upon the expiration or earlier termination of this Agreement, Operator shall surrender the Premises to Sponsor in good order, condition, and repair, reasonable wear and tear excepted, and shall remove all of Operator's personal property, trade fixtures, and equipment from the Premises. If Operator fails to remove any of its personal property, trade fixtures, or equipment from the Premises upon the expiration or earlier termination of this Agreement, such property shall be deemed abandoned and may be removed and disposed of by Sponsor in such manner as Sponsor deems appropriate, and Operator shall reimburse Sponsor for all costs and expenses incurred by Sponsor in removing, storing, and disposing of such property, plus an administrative fee equal to fifteen percent (15%) of such costs and expenses, within thirty (30) days after receipt of Sponsor's invoice therefor and backup evidence of such costs.

### **Section 11.2 Holding Over.**

If Operator remains in possession of the Premises after the expiration or earlier termination of this Agreement without executing a new lease or obtaining Sponsor's written consent to such holdover, Operator shall be deemed to be occupying the Premises as a tenant at sufferance, subject to all of the terms and conditions of this Agreement, except that the monthly Base Rent shall be equal to one hundred fifty percent (150%) of the monthly Base Rent in effect immediately prior to such expiration or termination. Nothing in this Section 11.2 shall be construed as a consent by Sponsor to any holding over by Operator, and Sponsor expressly reserves all rights and remedies available to it under applicable law in the event of an unauthorized holdover by Operator.

## **ARTICLE XII - GENERAL PROVISIONS**

### **Section 12.1 Notices.**

All notices, demands, requests, consents, approvals, and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered personally with receipt acknowledged; (b) sent by certified mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight courier service, with receipt acknowledged, to the parties at the following addresses, or at such other addresses as the parties may designate by written notice:

If to Sponsor:

Airport Administration- City of St. Joseph, Missouri  
Attn: Airport Manager  
100 Northwest Airport Road  
St. Joseph, Missouri 64503

With a copy to:

City of St. Joseph, Missouri

Attn: City Attorney  
1100 Frederick Avenue, Room 307  
St. Joseph, Missouri 64501

If to Operator:

Pan Am Flight Services – St. Joseph, LLC  
300 NW Rosecrans Road, St.  
Joseph, Missouri 64503  
Attn: Gary Patterson

With copy to:

Pan Am Flight Services – St. Joseph, LLC  
c/o Craig Realty Group  
4100 MacArthur Blvd., Suite 100  
Newport Beach, CA 92660  
Attn: Steven Craig

### **Section 12.2 Quiet Enjoyment.**

Sponsor covenants and agrees that, so long as Operator pays the Rent and observes and performs all of the terms, covenants, and conditions of this Agreement on Operator's part to be observed and performed, Operator shall peaceably and quietly enjoy the Premises without hindrance or molestation by Sponsor or anyone claiming through or under Sponsor, subject to the terms and conditions of this Agreement and to any mortgage, deed of trust, or other security interest to which this Agreement is subordinate. Notwithstanding the foregoing, Sponsor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property herein described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport.

### **Section 12.3 Subordination and Attornment.**

1. This Agreement shall be subject and subordinate to any mortgage, deed of trust, or other security interest now or hereafter placed upon the Airport or any portion thereof, and to all renewals, modifications, consolidations, replacements, and extensions thereof. This provision shall be self-operative, and no further instrument of subordination shall be required. Operator shall, however, upon request by Sponsor, execute and deliver to Sponsor a reasonable document or instrument to confirm such subordination.
2. In the event of a foreclosure of any mortgage, deed of trust, or other security interest to which this Agreement is subordinate, or in the event of a deed in lieu of foreclosure, Operator shall attorn to and recognize the purchaser at foreclosure or the grantee of a deed in lieu of foreclosure as Operator's landlord under this Agreement, and Operator shall, upon request by such purchaser or grantee, execute and deliver to such purchaser or grantee any reasonable document or instrument to confirm such attornment.

### **Section 12.4 Estoppel Certificates.**

Operator shall, within twenty (20) days after written request from Sponsor, execute and deliver to Sponsor a written statement certifying (a) that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect); (b) the date to which the Rent has been paid; (c) that there are no uncured defaults on the part of Sponsor, or specifying each such default if any are claimed; and (d) such other matters as Sponsor may reasonably request. Any such statement may be relied upon by any prospective purchaser or encumbrancer of the Airport or any portion thereof.

#### **Section 12.5 Amendment to Conform to State and Federal Requirements.**

In the event any term or condition of this Agreement violates or contradicts a term or condition of an agreement executed between Sponsor and a State or Federal agency, either prior to the execution of this Agreement or subsequent to the execution of this Agreement, this Agreement shall be deemed amended to the extent necessary for the Sponsor to comply with the separate agreement between it and the State or Federal agency. In the event, however, Sponsor demands compliance with such amended term and that amended term materially modifies the benefits or obligations of Operator to the significant detriment of Operator, Operator may, at its option, terminate this Agreement upon providing six (6) months' written notice of such termination.

#### **Section 12.6 Anti-Discrimination Clauses Mandated by Federal Government:**

(1) TITLE VI OF THE CIVIL RIGHTS ACT OF 1964: Operator for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(a) No person on the grounds of race, color, or national origin shall be excluded from participating in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

(b) That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination;

(c) That the Operator shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended, and

(d) That in the event of breach of any of the preceding nondiscrimination covenants Sponsor shall have the right to take such action, anything to the contrary herein notwithstanding as the United States may direct to enforce this nondiscrimination covenant.

(2) AIRPORT AND AIRWAYS DEVELOPMENT ACT OF 1970: The right to conduct aeronautical activities for furnishing services to the public is granted to Operator subject to Operator agreeing:

(a) To furnish said services on a fair, equal, and not unjustly discriminatory basis for all users thereof;

(b) To charge fair, reasonable, and not unjustly discriminatory prices for each unit or

service; provided, that Operator may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reduction to volume purchasers; and

(c) Operator assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Operator assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Operator assures that he will require that its covered suborganizations provide assurances to Operator that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

(3) That Operator shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations, may be amended.

(4) That in the event of breach of any of the preceding nondiscrimination covenants, Sponsor shall have the right to terminate any license, lease, permit, etc., of Operator and hold the same as if said lease had never been made or issued.

#### **Section 12.7 National Emergency.**

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

#### **Section 12.8 Airport Hazard.**

The Operator, and its successors and assigns, will not make or permit any use of the Premises which would interfere with landing or taking off of aircraft at the Airport, or would otherwise constitute an airport hazard. This includes items such as electrical or electronic interference with communications, electrical, or electronic equipment, creation of smoke, or dust, or glaring or misleading lights.

#### **Section 12.9 Force Majeure.**

If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations, or other cause without fault and beyond the control of the party obligated to perform (collectively, "Force Majeure"), the performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, that nothing in this Section 12.5 shall excuse or delay Operator's obligation to pay Rent or any other sum due under this Agreement.

#### **Section 12.10 Severability.**

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such

provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

**Section 12.11 Binding Effect.**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns (subject to the restrictions on assignment set forth in Article IX above).

**Section 12.12 Entire Agreement.**

This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the parties with respect to such subject matter. There are no warranties, representations, or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein.

**Section 12.13 Amendments.**

This Agreement may not be amended, modified, or supplemented except by a written instrument executed by both parties hereto.

**Section 12.14 Governing Law and Venue.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to its conflict of laws principles. In the event of any dispute or controversy between the parties relating to this Agreement, each party agrees that the Circuit Court of Buchanan County, Missouri shall have exclusive jurisdiction, and provide the sole venue, to determine the issues.

**Section 12.15 Counterparts.**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**Section 12.16 No Waiver.**

No waiver of any provision of this Agreement shall be deemed to be a waiver of any other provision, whether or not similar, nor shall any waiver be deemed a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

**Section 12.17 Relationship of Parties.**

Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent, partnership, joint venture, or any association between Sponsor and Operator, it being expressly understood and agreed that neither the method of computation of Rent nor any other provision contained herein nor any acts of the parties hereto shall be deemed to create any relationship between Sponsor and Operator other than the relationship of landlord and tenant.

**Section 12.18 No Third-Party Beneficiaries.**

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

**Section 12.19 Time of Essence.**

Time is of the essence with respect to the performance of all obligations under this Agreement.

**Section 12.20 Attorneys' Fees.**

In the event of any action, suit, or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in such action, suit, or proceeding.

**Section 12.21 Survival.**

All obligations of Operator under this Agreement not fully performed as of the expiration or earlier termination of this Agreement shall survive the expiration or earlier termination of this Agreement, including, without limitation, all payment obligations with respect to Rent and all obligations concerning the condition of the Premises.

[SIGNATURE PAGE ATTACHED]



IN WITNESS WHEREOF, the parties hereto have executed this Fixed Base Operator Lease and Operation Agreement as of the Effective Date.

SPONSOR:

CITY OF ST. JOSEPH,  
MISSOURI,  
a municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

OPERATOR:

PAN AM FLIGHT SERVICES- ST. JOSEPH, LLC,  
a Missouri limited liability company

By: \_\_\_\_\_

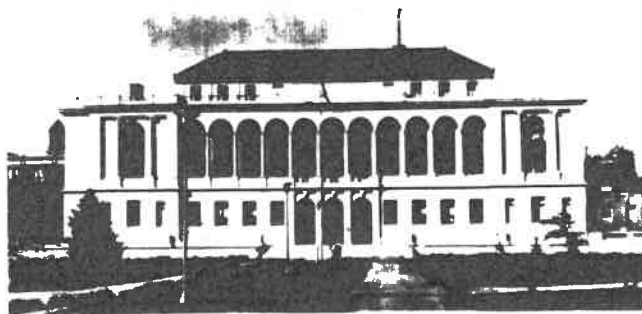
Steven L. Craig  
Manager

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF AIRPORT**

[Insert legal description of Rosecrans Memorial Airport]

# CITY OF ST. JOSEPH



## DEPARTMENT OF PUBLIC WORKS ROSECRAN'S MEMORIAL AIRPORT PROPERTY BOUNDARY SURVEY

PREPARED BY GENE BUZZARD & ASSOCIATES INC.

FEB. 16, 1994



SHEET 1 OF 2

Cx 103

## CITY OF ST. JOSEPH / AIRPORT BOUNDARY SURVEY



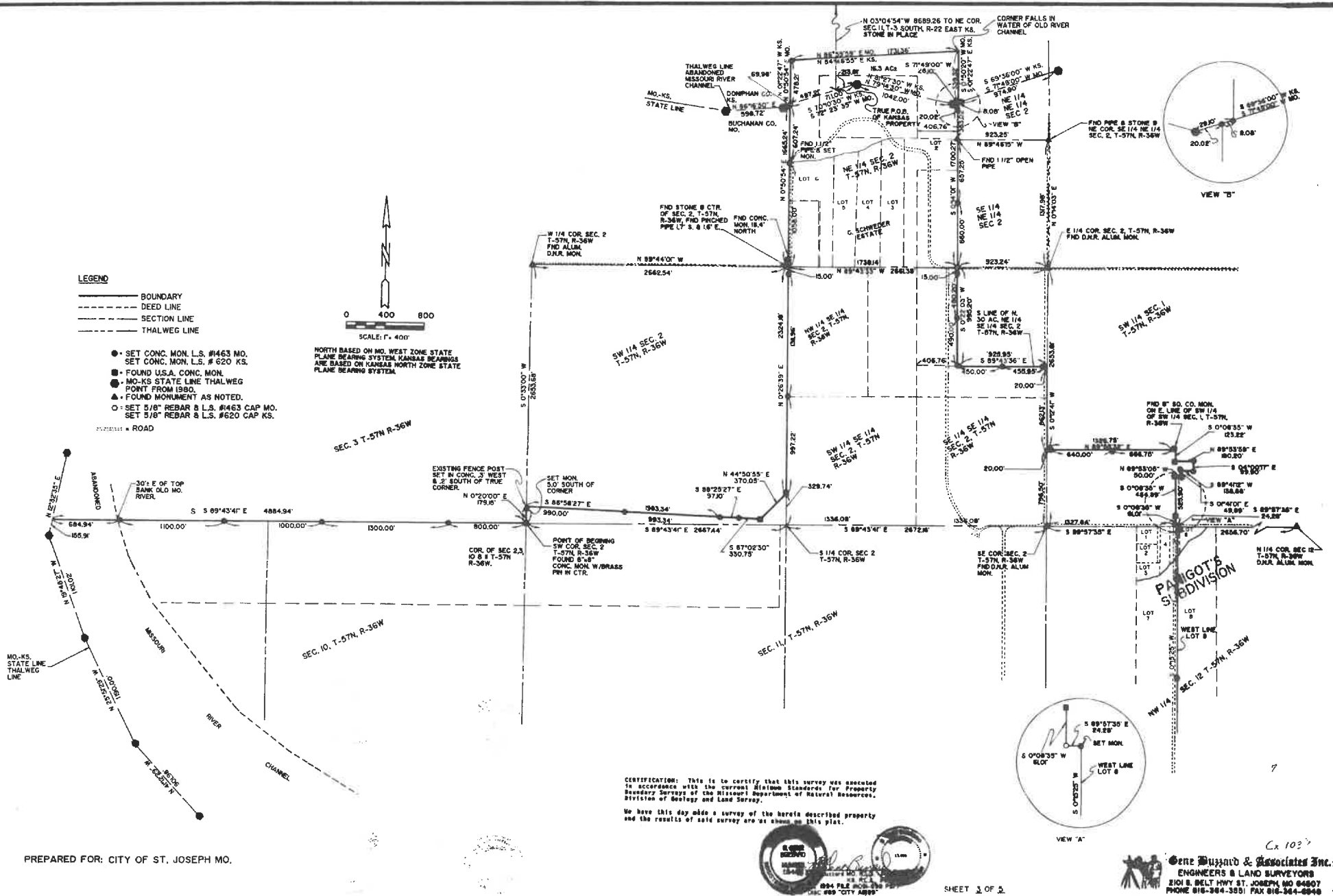
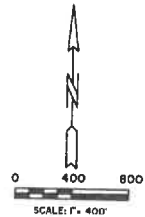
# LEGEND

- BOUNDARY
- DEED LINE
- SECTION LINE
- THALWEG LINE

- SET CONC. MON. L.S. #1463 MO. SET CONC. MON. L.S. #620 KS.
- FOUND U.S.A. CONC. MON.
- MO-KS STATE LINE THALWEG POINT FROM 1900.
- FOUND MONUMENT AS NOTED.
- SET 5/8" REBAR & L.S. #1463 CAP MO. SET 5/8" REBAR & L.S. #620 CAP KS.

ROAD

NORTH BASED ON MO. WEST ZONE STATE PLANE BEARING SYSTEM. KANSAS BEARINGS ARE BASED ON KANSAS NORTH ZONE STATE PLANE BEARING SYSTEM.



PREPARED FOR: CITY OF ST. JOSEPH, MO.

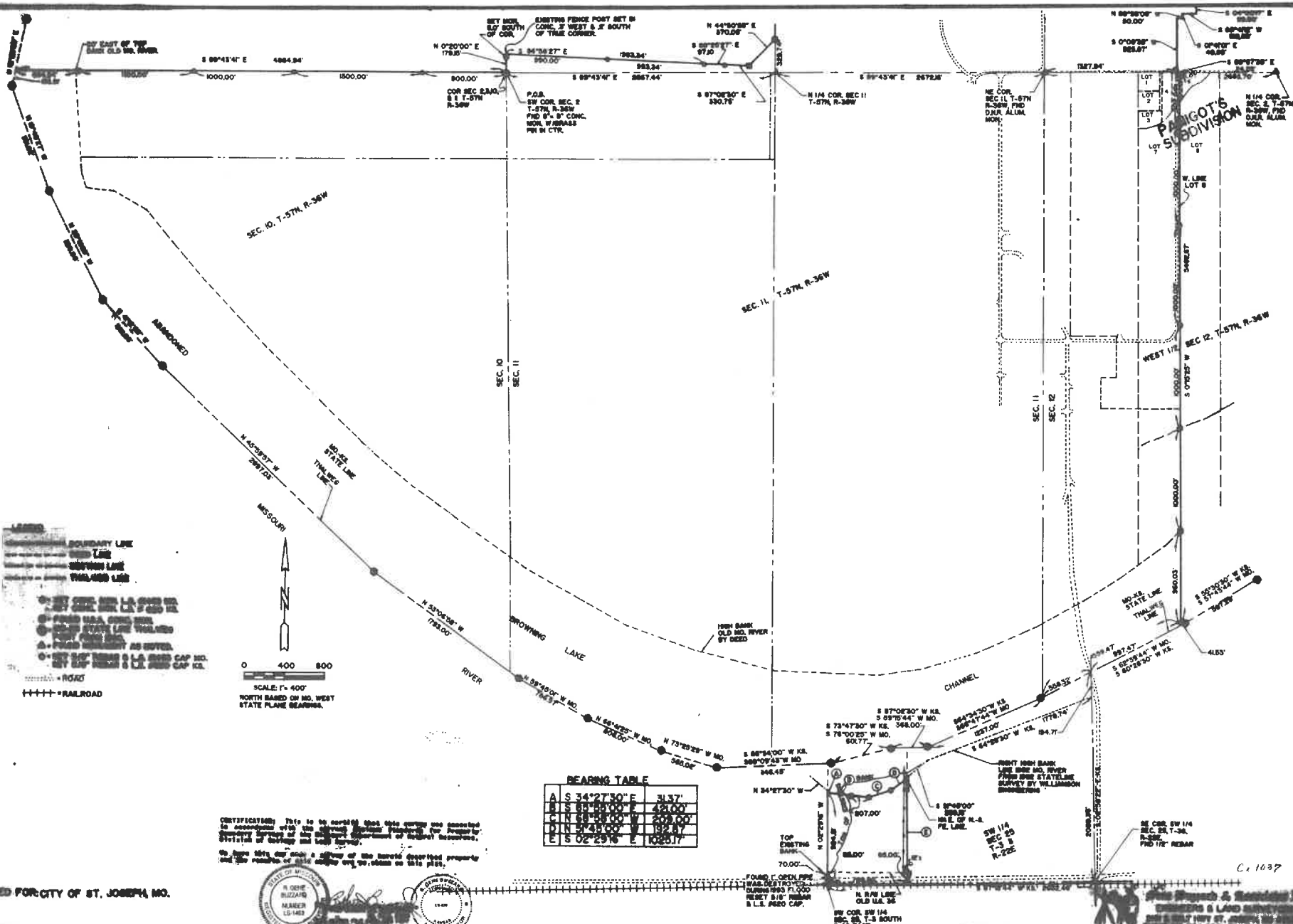
CERTIFICATION: This is to certify that this survey was executed in accordance with the current Minimum Standards for Property Boundary Surveys of the Missouri Department of Natural Resources, Division of Geology and Land Survey.

We have this day made a survey of the herein described property and the results of said survey are as shown on this plat.



SHEET 1 OF 2

Gene Buzzard & Associates Inc.  
ENGINEERS & LAND SURVEYORS  
201 S. BELT HWY. ST. JOSEPH, MO 64507  
PHONE 816-364-3851 FAX 816-364-6946



# LEGAL DESCRIPTIONS

**DESCRIPTION:** A tract of land in Sections 1, 2, 10, 11 and 12, Township 37 North, Range 36 West, Buchanan County, Missouri, being more particularly described as follows: Beginning at a found concrete monument at the Southeast Corner of said Section 2; Thence North 00 degrees 20 minutes 00 seconds East along the West line of the Southwest Quarter of said Section 2, 179.15 Feet; Thence South 00 degrees 58 minutes 27 seconds East 198.34 Feet; Thence South 88 degrees 25 minutes 27 seconds East 97.10 Feet; Thence South 87 degrees 02 minutes 30 seconds East 330.75 Feet to a found concrete monument; Thence North 44 degrees 50 minutes 15 seconds East 370.05 Feet, to a found concrete monument on the East degree 26 minutes 39 seconds East along the East line of the Southwest Quarter of said Section 2, 1224.78 Feet, to a found stone at the Center second Corner of said Section 2; Thence North 00 degrees 50 minutes 54 seconds East along the West line of the Northwest Quarter of said Section 2, 1665.14 Feet, to a point on the Missouri-Kansas State Line; Thence along the said State Line the following bearings and distances: North 71 degrees 23 minutes 35 seconds East 711.00 Feet, South 79 minutes 00 seconds East 20.02 Feet, to a point on the East line of the said Section 2; Thence leaving said State Line South 00 degrees 14 minutes 01 seconds West along the East line of the West 406.76 Feet of the Northeast Quarter of the Northwest Quarter, and the Southeast Quarter of the Northwest Quarter of said Section 2, 1700.27 Feet, to a point on the North line of Southwest Quarter of said Section 2; Thence West 406.76 Feet of the Northeast Quarter of the Southwest Quarter of said Section 2, 995.20 Feet, to a point on the South line of the Northwest Quarter of the Southwest Quarter of said Section 2; Thence South 89 degrees 43 minutes 36 seconds East along the East line of the Southwest Quarter of said Section 2, to a point on the East line of the 41 seconds West along the East line of the Southwest Quarter of said Township 37 North, Range 36 West, 862.13 Feet, to a point 796.50 Feet degree 45 minutes 52 seconds East 1226.75 Feet to a found concrete monument on the East line of the Southwest Quarter of the Southwest Quarter of said Section 1; Thence South 00 degrees 08 minutes 35 degrees 51 minutes 50 seconds East 180.20 Feet; Thence North 89 00 minutes 17 seconds East 99.90 Feet; Thence South 88 degrees 41 01 seconds East 49.89 Feet; Thence South 89 degrees 53 minutes 05 degrees 08 minutes 35 seconds West 464.89 Feet, to a found concrete monument; Thence continuing South 00 degrees 08 minutes 35 seconds West 61.00 Feet, to a point on the North line of the Northwest Quarter of Section 12, Township 37 North, Range 36 West; Thence South 85 degrees

57 minutes 35 seconds East along the North line of the Northwest Quarter of said Section 12, 24.78 Feet, to a point of intersection of the West line of Lot 8 Paulist's Subdivision, extended North to the West line of the Northwest Quarter of said Section 12; Thence South 00 degrees 15 minutes 25 seconds West along the West line of said Lot 8, and an extension thereof 5462.67 Feet, to a point on the Missouri-Kansas State Line; Thence along said State Line the following bearings and distances: North 62 degrees 36 minutes 44 seconds West 1237.00 Feet, South 88 degrees 47 minutes 44 seconds West 368.00 Feet, South 88 minutes 25 seconds West 601.77 Feet, South 76 degrees 00 seconds West 1146.45 Feet, North 71 degrees 23 minutes 35 seconds West 565.02 Feet, North 58 degrees 41 minutes 24 seconds West 206.00 Feet, North 59 degrees 45 minutes 01 seconds West 786.47 Feet, North 63 degrees 06 minutes 58 seconds West 1704.00 Feet, North 45 degrees 49 seconds West 401.94 Feet, North 41 degrees 12 minutes 20 1180.00 Feet, North 19 degrees 48 minutes 27 seconds West 1101.02 Feet, the North line of Section 10, Township 37 North, Range 36 West; Thence leaving said State Line, South 89 degrees 43 minutes 41 seconds East along the North line of said Section 10, 4884.04 Feet, to the Point of Beginning, containing 1648.4 Acres more or less, and being subject to all public roads, easements, reservations, restrictions, covenants, and conditions, if any, now of record.

## SECOND DESCRIPTION, OUTLINE DED FROM STATE OF KANSAS, TO THE CITY OF ST. JOSEPH, MISSOURI:

A tract of land being part of the abandoned Missouri River Channel abandoned by avulsion in April 1952, lying on the Kansas side of the Kansas-Missouri State Line as shown on the project maps, reports, and documents submitted April 30, 1980, by Williamson Engineering & Surveying, St. Joseph, Missouri, consisting of Sheets 1 thru 16, inclusive, and filed of record in the Office of the Secretary of State for the State of Kansas, described as follows: Beginning at a stone in place at the Northeast Corner of Section 11, Township 3 South, Range 22 North, Douglas County, Kansas, having Kansas State Coordinates of Thence South 03 degrees 04 minutes 42 seconds East of the Kansas North Zone; Kansas-Missouri State Line, and the TRUE POINT OF BEGINNING of this State Line 497.21 Feet to a point that is North 01 degrees 22 minutes 47 seconds West 1444.24 Feet from the Southwest Corner of the Northwest Quarter of Section 2, Township 37 North, Range 36 West; Thence leaving said State Line, North 01 degrees 22 minutes 47 seconds West 478.21 Feet; Thence North 84 degrees 46 minutes 44 seconds East 1731.36 Feet; Thence South 01 degrees 22 minutes 47 seconds East 338.57 Feet to the Kansas-Missouri State Line; Thence South 89 degrees 36 minutes 00 seconds West along said State Line 26.1 Feet to an aluminum monument; Thence North 81 degrees 27 minutes 14 seconds West along said State Line 1042.00 Feet; Thence South 70 degrees 10 minutes 30 seconds West along said State Line 213.81 Feet to the TRUE POINT OF BEGINNING, containing 16.38 Acres, more or less, and being subject to recorded and unrecorded easements and restrictions.

## SECOND DESCRIPTION BOOK 133, PAGE 376 REGISTRY OF DEEDS DOUGLASS COUNTY, KANSAS:

Beginning at the Southeast Corner of Section 25, Township 3 South, Range 22 East; Thence East along South line of said Section 25 a distance of 780.5 Feet; Thence North (Parallel) with the West line of Section 25 aforesaid to the right (Kansas) bank of the abandoned Missouri River Channel, and with the meanderings thereof to the West line of said Section 25 aforesaid; Thence South on the West line of Section 25 a distance of 941 Feet more or less in the Point of Beginning together with all accretions therein and subject to the Right-of-Way of the No. 36 both as now located and being identical as recorded in the Milton Hammer et al. to Dorothy S. Tenen et al. as recorded in Book 144 at page 582 of the Records in the Office of the Register of Deeds of Douglas County, Kansas; Thence said property to be used for a Clear Airport, being subject to all public roads, easements, reservations, restrictions, covenants, and conditions, if any, now of record.



By: *R. Gene Buzzard*  
R. GENE BUZZARD, JR., P.S., SURV.  
FEBRUARY 19, 1981, 10:51 A.M.  
HP DISC 889, "CITY1788"

PREPARED FOR: CITY OF ST. JOSEPH, MO.



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## EXHIBIT B

### DESCRIPTION AND DEPICTION OF PREMISES





## **EXHIBIT C**

Sponsor Improvements to FBO Complexes:

[To be provided]

**EXHIBIT D**  
**MINIMUM STANDARDS**

# **MINIMUM STANDARDS FOR AIRPORT COMMERCIAL AERONAUTICAL ACTIVITIES**

**MINIMUM STANDARDS  
FOR  
FIXED BASE OPERATORS  
AND AIRPORT SERVICES  
AT ROSECRANS  
MEMORIAL AIRPORT  
ST. JOSEPH, MO.**

**REVISED JUNE 2015**

**PART II**  
**MINIMUM STANDARDS FOR**  
**AIRPORT COMMERCIAL AERONAUTICAL ACTIVITIES**  
**CONTENTS**

	<u>PAGE</u>
DEFINITIONS	ii
1. FIXED BASE OPERATORS	1
2. SPECIALIZED AVIATION SERVICE OPERATORS	
A. AIRCRAFT SALES	9
B. AIRCRAFT RENTAL	11
C. FLIGHT TRAINING	12
D. PUBLIC AIRCRAFT FUELS & OIL DISPENSING SERVICE	13
E. NONPUBLIC AIRCRAFT FUELS & OIL DISPENSING	17
F. AIRFRAME AND/OR POWER PLANT REPAIR	20
G. AIR TAXI SERVICE	22
H. RADIO, INSTRUMENT, OR PROPELLER REPAIR SERVICE	23
I. AERIAL APPLICATIONS	24
J. SPECIALIZED COMMERCIAL FLIGHT SERVICE	26
K. MULTIPLE SERVICES	28
L. FLYING CLUBS	30
M. AIRPORT TENANT	32

**DEFINITIONS**

1. The owner(s) of Rosecrans Memorial Airport shall hereinafter be referred to as the City of St. Joseph, City, or Lessor.
2. A Fixed Base Operator (FBO) is defined as any person, firm, or corporation performing any of the functions or furnishing any of the services as hereinafter set out for FBO's at the Airport. No person, firm, or corporation shall engage in any commercial activity as an FBO as herein defined unless the same is done in full compliance with the standards, rules and regulations herein set forth. A Fixed Base Operator shall hereinafter refer to as FBO, Operator, or Lessee.
3. A Specialized Aviation Service Operation (SASO) is defined as any person, firm or cooperation leasing property at the Airport for aeronautical services who is not an FBO. An Airport Tenant may hangar his aircraft on his leased property subject to the provisions of Category "M" hereof.
4. Aeronautical Activity – Any activity that involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations.
5. Airport - area of land or other hard surface, excluding water that is used or intended to be used for the landing and takeoff of aircraft and includes its buildings and facilities, if any.
6. Minimum Standards – The qualifications or criteria which may be established by an airport owner as the minimum requirements that must be met by businesses engaged in on-airport aeronautical activities for the right to conduct those activities.
7. Through-the-fence-operation – A commercial activity or service that is performed on the airport by individuals or companies that do not have a lease or permit from the city to perform such services.

**NOTE:** All FBO's and SASO's shall protect the general public, the customers or clients of such FBO's, and the City of St. Joseph from any and all lawful damages, claims, or liability and shall carry comprehensive general liability insurance with a company authorized to do business in the State of Missouri with limits as prescribed in the respective categories, with the City of St. Joseph named as an additional insured, which policies must be approved by the City and a certificate of insurance thereof furnished to the City. It is further understood that as circumstances in the future dictate, the City may require an increase in bodily injury and property damage insurance.

**FIXED BASE OPERATORS (FBO)**

1. The following minimum standards and requirements for commercial aeronautical activities have been established in the public interest for the safe and efficient operation of Rosecrans Memorial Airport; to enhance its orderly growth; to preclude the granting of an exclusive right to conduct an aeronautical activity in violation of Section 308 (a) of the Federal Aviation Act of 1958; to conform to Title VI of the Civil Rights Act of 1964 and Part 21 of the Department of Transportation Regulations; and to assure to all lessees the availability of airport property on fair and reasonable terms and without unjust discrimination.

An FBO shall satisfy the Lessor that it is technically and financially able to perform the services of a FBO. This shall include the responsibility for demonstrating continued financial solvency and business ability by the submitting of an annual balance sheet, credit references and any other proof that the Lessor may require from time to time. In cases of doubt by the Lessor to such ability of a FBO, the Lessor may conduct a hearing to determine appropriate action. In each instance, the Lessor shall be the final judge as to the qualifications and financial ability of the Lessee.

The City will not accept an original request to lease land area unless the proposed Lessee puts forth in writing a proposal that sets forth the scope of operation he proposes, including the following:

- a. The services he will offer.
  - b. The amount of land he desires to lease.
  - c. The building space he will construct or lease.
  - d. The number of aircraft he will provide.
  - e. The number of persons he will employ.
  - f. The hours of proposed operation.
  - g. The amount and types of insurance coverage he will maintain.
  - h. Evidence of his financial capability to perform and provide the above services and facilities.
2. Any person, firm or corporation capable of meeting the minimum standards set forth herein for any of the stated FBO categories is eligible to become a FBO at the airport, subject to the execution of a written lease for not less than 5 years containing such terms and conditions as may be determined by the City. A FBO or Airport Tenant shall not engage in any business or activity on the airport other than that authorized under his particular category or categories. Any FBO desiring to extend his operation into more than one category or to discontinue operations in a category, shall first apply in writing to the Airport Manager for permission to do so, setting forth in detail the reasons and conditions of the request. The City shall then grant or deny the request on such terms and conditions as the City deems to be prudent and proper under the circumstances. Each FBO shall provide or lease buildings, personnel and equipment, and other requirements as herein stated upon land leased from the City.

3. All FBO's at said airport shall provide ample lounges and rest rooms for their customers and shall make telephone service conveniently and readily available for public use.
4. All construction required of such operators shall be in accordance with design and construction standards required or established by the City for the facility or activity involved. Title to any and all buildings and appurtenances, which may be built on City property, shall revert to the City, when and if the subject Lessee vacates the lease for any reason. All operators shall be required to furnish the City payment and performance bonds commensurate with any construction required under the standards herein fixed or under any contract or lease by and between such operator and the City of St. Joseph.
5. The rates or charges for any and all activities and services of such operators shall be determined by the operators, subject to the approval of the City, and subject, further, to the requirement that all such rates or charges shall be reasonable, equally and fairly applied to all users of the services.
6. All operators at the airport shall be full time, financially sound and progressive business enterprises, with adequately manned and equipped facilities, including ample office facilities, and who observe normal or specifically required business hours.
7. All FBO's shall, at their own expense, pay all taxes and assessments against any buildings or other structures placed on the premises by them, as well as all taxes and assessments against the personal property used by them in their operations.
8. All operators shall abide by and comply with all state, county and city laws and ordinances, the rules and regulations of the City of St. Joseph, and the rules and regulations of the State and the Federal Aviation Administration (FAA).
9. In the event the City constructs the physical plant facilities (hangars, etc.) for use by any operator under the provisions of any lease or other contract, such lease or contract with such operators shall be on such terms and conditions as to guarantee a full return of the investment within a negotiated period of time, plus interest and reasonable rental for use during such period.
10. All operators shall provide and pay for all lights, gas, electrical current, water, sewer charges and garbage collection charges used or incurred anywhere in or about the leased premises, and shall pay the charges made therefor by the suppliers thereof promptly when due.
11. All contracts and leases between such operators and the City shall be subordinate to the provisions of any existing or future agreement(s) between the City of St. Joseph and the United States, relative to the operation or maintenance of the Airport.

12. No FBO's shall sublease or sublet any premises leased by such operator from the City, or assign any such lease, without the prior written approval of the City, and any such subletting or assignment shall be subject to all of the minimum standards herein set forth.
13. In the event the Lessee sublets any portion of his lease, the sub lessee must agree to assume the full obligations of the lease as set out herein, and must agree to cooperate in full with the City in seeing that these standards are complied with. The sub lessee shall immediately comply with any reasonable request or direction of the City as it relates to the enforcement of these standards.
14. In the event that the Lessee or sublessee fails to comply fully with these standards or fails to comply with the reasonable request or direction of the City as it relates to these standards, said Lessee or sublessee shall be in default. If said default continues for more than 30 days after notice of said default; the City may terminate the lease. Said Lessee is responsible for the performance of the sublessee.
15. FBO's shall have the right to use common areas and facilities of the Airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for the takeoff, flying and landing of aircraft of Lessee.
16. Beginning with the effective date of adoption of these minimum standards leases to FBO's and Airport Tenants shall be limited to a maximum of 30 years, including options. In addition, leases shall, at the discretion of the City, be subject to review and reevaluation at the end of each 5-year period thereof, in relation to the Consumer Price Index. In this regard, when at the end of each of said 5-year periods, the cost of living index is determined by the City to be higher than the previous 5-year period, the rental terms thereof shall be increased to such percentage of increase or of said cost of living index. If at the end of such 5-year period the said cost of living index has decreased, the City shall review or reevaluate the lease.
17. Lessees will, at all times during the continuance of the term of the lease and any renewal or extension thereof, conduct, operate and maintain for the benefit of the flying public, the Fixed Base Operation provided for and described therein, and provide all parts and services as defined and set forth, and will make all such services available to the public and that it will devote its best efforts for the accomplishment of such purposes and that it will at all times charge fair, reasonable and not unjustly discriminatory prices to patrons and customers for all merchandise or materials and services furnished or rendered. Notwithstanding anything contained in a lease that may be or appear to the contrary, it is expressly understood and agreed that the rights granted thereunder are nonexclusive and the Lessor reserves the right to grant similar privileges to another operator or operators upon formal application by that operator, and upon demonstration of compliance with paragraphs 4 and 5 herein.



18. All contracts and leases between such operators and the City shall be subordinate to the right of the City during time of war or national emergency to lease the landing area or any part thereof to the United States Government for military or naval use, and if any such lease is executed, the provisions of any contracts or leases between such operators and the City, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.
19. Upon adoption of these standards, all leases entered into and any amendments to existing leases shall be in accordance with the standards.
20. The Lessee shall remove from the airport or otherwise dispose of in a manner approved by the City all garbage, debris, and other waste material (whether solid or liquid) arising out of its occupancy of the premises or out of its operations. Said Lessee shall keep and maintain his leased premises in a neat and orderly manner; Lessee shall keep the grass cut and the building painted. Any garbage, debris, or waste which may be temporarily stored in the open shall be kept in suitable garbage or waste receptacles, the same to be made of metal and equipped with tight fitting covers and to be of a design to safely and properly contain whatever may be placed therein. The Lessee shall use extreme care when removing all such waste.
21. The City reserves the right to enter upon any premises leased to FBO's at reasonable times for the purpose of making such inspections as it may deem expedient to the proper enforcement of these minimum standards and for the proper enforcement of any covenant or condition of any FBO's contract or lease agreement.
22. The City recognizes the rights of any person, firm or corporation operating aircraft on the airport to perform services on its own aircraft with its own regular employees (including, but not limited to maintenance, repair and fueling) that it may choose to perform. Aircraft fueling accomplished under this provision shall be in strict accordance with Category D (1) herein and any safety regulations and/or ordinance as referenced in paragraph 11.
23. All operations conducted at the Airport will be conducted in the safest manner possible and for the maximum benefit of the flying public and the citizens of the surrounding area.
24. Where these standards call for a minimum square footage of space, and the applicant is permitted to conduct more than one activity, then such applicant shall have the minimum square footage for that activity which requires the greatest minimum square footage.

25. Standard lease provisions. All leases, subleases, contracts, or franchises for Airport property, or for Airport operations or use, shall contain the following standard provisions:

- a. The right to conduct aeronautical activities for furnishing services to the public is granted the Lessee subject to Lessee agreeing:
  - (1) To furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof, and
  - (2) To charge fair, reasonable and not unjustly discriminatory prices for each unit or service, provided that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- b. The Lessee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
- c. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
- d. In the event of breach of any of the preceding nondiscrimination covenants, Lessor shall have the right to terminate the license, lease, permit, etc., and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

- e. During the time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and, if such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.
- f. No right or privilege has been granted which would operate to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right forbidden by Section 308 (a) of the Federal Aviation Act of 1958 or for aeronautical activities such as but not limited to:
  - (1) Charter operations.
  - (2) Pilot training.
  - (3) Aircraft rental.
  - (4) Aerial photography.
  - (5) Crop-dusting.
  - (6) Sale of aviation petroleum products.
  - (7) Air carrier operations.
  - (8) Aircraft sales, and service incidental thereto.
  - (9) Any other activity, which, because of its direct relationship to the operation of aircraft, can be regarded as an aeronautical activity.
- h. Lessor reserves the right, in a reasonable and nondiscriminatory manner, to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or views of Lessee and without interference or hindrance. However, Lessor shall notify Lessee in writing, 60 days prior to planned development.
- i. Lessor shall have the right, but not the obligation, to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of Lessee in this regard.
- j. All hangars, buildings, properties or land on the Airport, shall be maintained in a clean, attractive, weed free, well-painted, junk free condition.

If an operator or Lessee has an area where it normally keeps damaged aircraft, aircraft parts, construction fixtures, and jigs, barrels, containers, or other unattractive items, Lessee shall enclose such an area with a screen that will hide such area from public view.

- k. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions together with the right to prevent the erection of any building or other structure on or adjacent to the Airport which would limit the usefulness of the Airport or constitute a hazard to aircraft.
- l. This agreement shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States, relative to the operation or maintenance of the Airport.
- m. Incorporated into this agreement, by reference and as though set forth herein verbatim, are the minimum standards for FBO's and Airport Tenants adopted by the Lessor. Such minimum standards shall be lawful, reasonable and nondiscriminatory. Further, all parties hereto agree to comply with any and all laws and regulations, including those of the FAA, and will not permit the premises covered by this agreement to be used for any unlawful or improper purpose
- n. Each Lessee shall at all times have in effect liability insurance for all of Lessee's operations in the amounts set out in the Standard for the particular activity in question and referenced in the minimum standards. Such insurance policies shall further name the Lessor as additional insured. Certificates of such insurance shall be furnished by Lessee to the Lessor and a Certificate presently then in effect shall be on file at all times.
- o. The standards and regulations enacted by the governmental agency responsible for the operation of the Airport, now or in the future, may provide for use charges to be paid by those using, occupying, or conducting operations at the Airport. Such charges may be based upon square footage, receipts or other reasonable basis, to be established by such standards and regulations. Lessee agrees to pay such charges as same are due and owing under any such standards or regulations now or hereafter in effect. Any such use charges shall be lawful, reasonable and nondiscriminatory.
- p. Lessor may, on account of the breach of any provision hereof, including the standards and regulations incorporated herein by reference, terminate this agreement and eject the party in violation in accordance with the provisions of this lease. (Details concerning insolvency, notice, and other matters concerning Lessee's default may be in a particular Lease.)
- q. The Lessee shall be solely responsible for any personal injury, bodily injury including death or property damage suffered as a result of any act, services and/or goods rendered by Lessee. In addition to the liability imposed upon the Lessee on account of personal injury, bodily injury including death, or property damage, suffered as a result of Lessee's acts or omissions under the lease, the Lessee assumes the obligation to save harmless the Lessee and assumes the obligation to save harmless the Lessor, it's agents, employees, and assigns, including members of the City

Council, and to indemnify the Lessor, it's agents, employees and assigns, including members of the City Council from every expense, liability or payment arising out of Lessee's acts or omissions, including legal fees. The Lessee also agrees to hold harmless the Lessor, including its agents, employees, assigns and members of the City Council from any act or omission committed by any sub-lessee, sub-contractor or other person employed or under the supervision of the Lessee for any purpose under this lease, and to indemnify the Lessor, including its agents, employees, assigns and members of the City Council from every expense, liability, or payment arising out of any act or omission, including legal fees.

- r. The purpose of the lease and the operations to be conducted by Lessee or sublessee, and the identity of the premises to be occupied, are set forth in this lease. No other operations, business, or occupancy may be had or done without the additional written consent of the Lessor.
- s. This agreement may not be assigned, in whole or in part, nor may the premises described herein be subleased, in whole or in part, without the prior written consent of the Lessor. Such consent shall not be unreasonably withheld.
- t. In the event Lessee becomes insolvent, or the subject of any kind or chapter of bankruptcy proceeding, or if a receiver, assignee, or other liquidating officer is appointed for the business of Lessee, than Lessor may cancel this lease at Lessors option upon giving written notice to Lessee.

**SPECIALIZED AVIATION SERVICE OPERATION (SASO) CATEGORIES**

**CATEGORY A. AIRCRAFT SALES**

Any Lessee desiring to engage in the sale of new or used aircraft must lease and/or provide as a minimum the following:

I. **LAND**

The leasehold shall negotiate an adequate square feet of land to provide space for building, storage of aircraft, and display. Optional: Increase land area to provide for additional facilities such as private auto parking, paved pedestrian access walkway, paved apron from hangar to appropriate lot line, etc.

II. **BUILDINGS**

Lease or construct a building having an adequate square feet of properly air conditioned, lighted and heated floor space to provide classroom, briefing room, pilot lounge, rest rooms, office space and public use telephone.

III. **PERSONNEL**

One person having a current appropriate pilot certificate with ratings appropriate for the types of aircraft to be demonstrated.

IV. **DEALERSHIPS**

New aircraft dealers shall hold an authorized factory or subdealership. All aircraft dealers shall hold a dealership license or permit if required by state.

V. **AIRCRAFT**

A dealer of new aircraft shall have available or on call one current model demonstrator.

VI. **SERVICES**

Provide for adequate parts and servicing of aircraft and accessories during warranty periods (new aircraft).

VII. **HOURS OF OPERATION**

The hours of operation shall be adequate to meet public demand.

VIII. INSURANCE COVERAGEAircraft Liability

Bodily injury	100,000 each person 1,000,000 each accident
Property damage	1,000,000 each accident
Passenger liability	100,000 each passenger 1,000,000 each accident

Comprehensive Public Liability and Property Damage

Bodily injury	300,000 each person 1,000,000 each accident
Property damage	1,000,000 each accident

NOTE: The above coverages should include aircraft held for sale and demonstration by the Lessee but owned by others.

Products Liability 1,000,000 each accident  
(If Lessee provides aircraft services)

Note: City may increase amounts of coverage if warranted.

IX. PERMIT:

A Commercial Operator's Permit from the City of St. Joseph is required for this service.

MINIMUM STANDARDS  
Rosecrans Memorial Airport  
CATEGORY B. AIRCRAFT RENTAL

REVISED 6/15

Any Lessee desiring to engage in the rental of aircraft to the public must provide as a minimum the following:

I. LAND

The leasehold shall negotiate an adequate square feet of land to provide space for aircraft parking and building.

II. BUILDINGS

Lease or construct a building having an adequate square feet of properly air conditioned, lighted and heated floor space to provide classroom, briefing room, pilot lounge, rest rooms, office space and public use telephone.

III. PERSONNEL

One person having a current commercial pilot certificate with appropriate ratings. Additional certificate personnel with appropriate ratings. Office to be attended during operating hours.

IV. AIRCRAFT

Additional single-engine and/or multi-engine aircraft. At least one aircraft shall be equipped for flight under instrument conditions.

V. HOURS OF OPERATION

The hours of operation shall be adequate to meet public demand.

VI. INSURANCE COVERAGE FOR OWNED OR LEASED AIRCRAFT

Aircraft Liability

Bodily injury	100,000 each person 1,000,000 each accident
Property damage	1,000,000 each accident

Student and Renter Pilot Coverage

Comprehensive Public Liability and Property Damage

Bodily injury	300,000 each person 1,000,000 each accident
Property damage	1,000,000 each accident

Note: City may increase amounts of coverage if warranted.

VII. PERMIT:

A Commercial Operator's Permit from the City of St. Joseph is required for this service.



MINIMUM STANDARDS  
Rosecrans Memorial Airport  
CATEGORY C. FLIGHT TRAINING

REVISED 6/15

Any Lessee desiring to engage in pilot flight instruction shall provide as a minimum the following:

I. LAND

The leasehold shall negotiate an adequate square feet of land to provide space for Lessee's buildings and aircraft tie downs.

II. BUILDINGS

Lease or construct a building having an adequate square feet of properly air conditioned, lighted and heated floor space to provide classroom, briefing room, pilot lounge, rest rooms, office space and public use telephone.

III. PERSONNEL

One person properly certificated by FAA as flight instructor to cover the type of training offered.

IV. AIRCRAFT

The Lessee shall own or have leased to him in writing one or more properly certificated aircraft equipped for flight instruction

V. HOURS OF OPERATION

The hours of operation shall be adequate to meet public demand.

VI. INSURANCE COVERAGE FOR OWNED OR LEASED AIRCRAFT

Aircraft Liability

Bodily Injury	100,000 each person 1,000,000 each accident
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Property damage	1,000,000 each accident
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Passenger liability	100,000 each passenger 1,000,000 each accident
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Student and Renter Pilot Coverage

Comprehensive Public Liability and Property Damage

Bodily Injury	300,000 each accident
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Property damage	1,000,000 each accident
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Note: City may increase amounts of coverage if warranted.

VII. PERMIT:

A Commercial Operator's Permit from the City of St. Joseph is required for this service.

CATEGORY D. PUBLIC AIRCRAFT FUELS AND OIL DISPENSING SERVICE

Lessees desiring to dispense aviation fuels and oil and provide other related services, such as tie down and parking, shall provide as a minimum the following services and facilities:

I. LAND

The leasehold shall negotiate an adequate area of land to provide for buildings, aircraft parking area equipped with six- (6) tie downs and dispensing equipment.

II. BUILDINGS

Lease or construct a building having an adequate square feet of properly air conditioned, lighted and heated floor space to provide a pilot lounge, rest rooms, office space and public use telephone.

III. PERSONNEL

A. Sufficient properly trained personnel shall be available to serve the public 24 hours per day. The Concessionaire shall require attendants to be uniformed, courteous and furnish good, prompt and efficient service at all times and shall provide service in a fair, equal and nondiscriminatory basis to all airport users.

B. Solicitation of fueling services in a loud, boisterous, offensive or obstructive manner shall not be permitted. The Concessionaire and his employees will maintain a friendly and cooperative, though competitive, relationship with other companies engaged in like business.

IV. AIRCRAFT SERVICE EQUIPMENT

Emergency starting equipment, adequate fire extinguishers. Optional: Aircraft engine heaters, portable pressure tanks, towing equipment, oxygen supplies, etc.

V. SERVICES

Fuel, oil, parks and ties down aircraft. Optional: Wash aircraft, inflate tires, change aircraft engine oil, provide transportation for aircraft occupants from parking ramp to office, provide minor repairs and services not requiring certificated mechanic rating. Rental car service. Operate UNICOM.

VI. FUEL GRADES

Lessee shall provide at least two grades of aircraft fuel, including 100 octane and Jet A. MOGAS, when provided, shall meet the designated FAA specifications for the type of fuel being provided and shall be supplied only to those aircraft that have been certified under the appropriate supplemental type certificate to use this fuel.

Two metered filter-equipped dispensers fixed or mobile for dispensing two grades of gasoline. Separate dispensing pumps and meters for each grade of fuel are required.

A. TRUCKS. If Lessee elects to utilize mobile dispensing trucks, such trucks shall have a minimum capacity of 500 gallons for 100 octane and 1,000 gallons for Jet A. Trucks shall be properly maintained, operated and equipped in accordance with applicable FAA, City and National Fire Protection Association recommendations, requirements and regulations.

B. TANK FARM. If Lessee elects to utilize fixed storage tanks, Lessee shall furnish at least two aircraft fuel storage tanks with a capacity of 5,000 gallons each (500 gallons for MOGAS).

- (1) Fuel storage tanks shall be ground mounted and located in properly bunkered and approved closures. Such installations shall be in a location approved by the City in the Fuel Farm and shall comply with applicable, uniform Building Code Standards, fire codes and ordinances of the City and recommendations of the National Fire Protection Association. Aviation fuel tanks shall have walk in capabilities for cleaning and maintenance.
- (2) Fuel storage tanks shall comply with requirements set out by Environmental Protection Agency, the FAA, and the State.
- (3) All plans and specifications for improvements on Tank Farm (including landscaping) shall be prepared and presented to the City and shall require the written approval of the City before any construction or installation may be undertaken.
- (4) All construction or improvements on Tank Farms shall conform to any general architectural requirements of City and shall be undertaken in accordance with local, state and Federal codes ordinances and regulations now in force or hereinafter prescribed by City of law. Lessee shall, at its sole cost and expense, obtain all necessary building permits and all labor and material bonds.
- (5) Lessee shall, at its sole cost and expense, maintain fuel farm, all improvements thereon, and all appurtenances thereto, in a presentable condition consistent with good business practice and equal in appearance and character to other similar improvements on said Airport. Lessee shall repair all damages caused by its employees, patrons, or their operation thereon; shall maintain and repair all equipment thereon; and shall keep its premises in a safe, neat, slightly and good physical condition.

- (6) Lessee shall, in the event it shall become necessary to make physical changes on its premises, promptly make such changes and installations at its sole expense, subject to the approval of the City, who in their reasonable discretion, shall be the sole judge of the quality of maintenance. Upon written notice by City to Lessee, Lessee shall be required to perform whatever reasonable maintenance City deems necessary. If said Lessee does not undertake maintenance within 10 days after receipt of written notice, City shall have the right to enter upon the demised premises and perform the necessary maintenance, the cost of which shall be borne by Lessee.

VIII. HOURS OF OPERATION

Fueling service shall be provided from 7:00 a.m. to 7:00 p.m. 7 days a week. On call service may be required during the hours of darkness.

IX. INSURANCE COVERAGE

Comprehensive Public Liability and Property Damage

Bodily injury	100,000 each person 1,000,000 each accident
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Property damage	1,000,000 each accident
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Hangar Keepers

Liability	1,000,000 each accident
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Products Liability	1,000,000 each accident
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Note: City may increase amounts of coverage if warranted.

Optional: Motor Vehicle Liability and Physical Damage.

X. FUELING SAFETY

- A. Fire extinguishers will be readily available during all refueling or defueling. Personnel will be trained in the use of such equipment as well as in rescue operations. Such persons will attend all training provided by local Fire Marshal or the City.
- B. Static discharging ground wires will attach to the aircraft, the fuel tank, or refueling pit, and to zero potential (ground) before any fueling operations. Grounding rods of sufficient length to reach permanent underground moisture will be conveniently located.
- C. Adequate fuel filters and water traps will be installed on all fuel handling equipment and a suitable program for periodically conducting water contamination checks will be established and followed.
- D. Personnel used to dispense aircraft fuels and lubricants will be trained in the proper recognition of aircraft fuel tank markings, kinds and grades of aircraft fuels and lubricants, and safety precautions necessary for fuel handling. Such personnel must

## Rosecrans Memorial Airport

either be in uniform while servicing aircraft or wear sufficient distinguishing clothing so that the public may know which person is authorized to dispense petroleum products.

- E. In all matters related to aircraft fueling safety and servicing, the provisions of NFPA Manual 407 "Aircraft Fuel Servicing," together with American Petroleum Institute quality control standards, as such documents may be amended from time to time, shall be used as the basis for all airport fueling operations. Copies thereof are on file with the Airport Manager. In the event of conflict between such documents and the standards set forth elsewhere herein, the standards set forth herein shall control.

XII. PERMIT

A Commercial Operator's Permit from the City of St. Joseph is required for this service.

CATEGORY E (1) NONPUBLIC AIRCRAFT FUELS AND OIL DISPENSING

Any person desiring to conduct nonpublic aircraft fuel and oil dispensing shall meet the following minimum standards and provide the following minimum facilities:

Restriction: Any person holding Nonpublic Aircraft Fuels Dispensing Permits shall not sell or deliver aircraft fuels to anyone other than Lessee. Fueling of any aircraft not owned or leased by Lessee (except in case of emergency) shall result in immediate revocation of the right to bring fuel upon, or store fuel on, airport property. Upon request by City Lessee shall provide evidence of ownership or lease of any aircraft being fueled. A corporation may not be formed for the expressed purpose of providing fuel services under this standard.

I. PERSONNEL

Personnel engaged in dispensing aircraft fuel shall be properly trained with regard to safety procedures.

II. FUEL

Lessee shall provide only the type or grade of fuel required to service the Lessee's aircraft.

III. FUEL FACILITIES

Metered, filter-equipped dispensers fixed or mobile for dispensing grades of gasoline required. Separate dispensing pumps and meters for each grade of fuel are required.

A. Trucks.

If Lessee elects to utilize mobile dispensing trucks, such trucks shall have a minimum capacity of 250 gallons for each fuel type provided. Trucks shall be properly maintained, operated and equipped in accordance with applicable FAA, City and National Fire Protection Association recommendations, requirements and regulations.

B. Tank Farm.

(1) If Lessee elects to utilize fixed storage tanks, such storage tanks for each type of fuel shall have minimum capacities of 1,000 gallons each (250 gallons for MOGAS). Fuel storage tanks shall be aboveground unless otherwise authorized (ground mounted if located in properly bunkered and approved closures) and such installations shall be in a location approved by the City in the Fuel Farm, and shall comply with applicable, uniform Building Code Standards, fire codes and ordinances of the City and recommendations of the National Fire Protection Association. Aviation fuel tanks shall have walk in capabilities for cleaning and maintenance.

- (2) Fuel storage tanks shall comply with requirements set out by Environmental Protection Agency, the FAA, and the State.
- (3) All plans and specifications for improvements on Tank Farm (including landscaping) shall be prepared and presented to the City and shall require the written approval of the City before any construction or installation may be undertaken.
- (4) All construction or improvements on Tank Farms shall conform with any general architectural requirements of City and shall be undertaken in accordance with local, State and Federal codes, ordinances and regulations now in force or hereinafter prescribed by City of law. Lessee shall, at its sole cost and expense, obtain all necessary building permits and all labor and material bonds.
- (5) Lessee shall, at its sole cost and expense, maintain fuel farm, all improvements thereon, and all appurtenances thereto, in a presentable condition consistent with good business practice and equal in appearance and character to other similar improvements on said Airport. Lessee shall repair all damages caused by its employees, patrons, or their operation thereon; shall maintain and repair all equipment thereon; and shall keep its premises in a safe, neat, sightly and good physical condition.
- (6) Lessee shall, in the event it shall become necessary to make physical changes on its premises, promptly make such changes and installations at its sole expense, subject to the approval of the City, who in their reasonable discretion, shall be the sole judge of the quality of maintenance. Upon written notice by City to Lessee, Lessee shall be required to perform whatever reasonable maintenance City deems necessary. If said Lessee does not undertake maintenance within 10 days after receipt of written notice, City shall have the right to enter upon the demised premises and perform the necessary maintenance, the cost of which shall be borne by Lessee.

#### IV. INSURANCE COVERAGE

##### Aircraft Liability

Bodily injury	100,000 each person 1,000,000 each accident
Property damage	1,000,000 each accident

Note: City may increase amounts of coverage if warranted.

Optional: Motor Vehicle Liability and Physical Damage.

V. FUELING SAFETY

- A. Fire extinguishers will be readily available during all refueling or defueling. Personnel will be trained in the use of such equipment as well as in rescue operations. Such persons will attend appropriate provided by local Fire Marshal or the City.
- B. Static discharging ground wires will attach to the aircraft, the fuel tank, or refueling pit, and to zero potential (ground) before any fueling operations. Grounding rods of sufficient length to reach permanent underground moisture will be conveniently located.
- C. Adequate fuel filters and water traps will be installed on all fuel handling equipment and a suitable program for periodically conducting water contamination checks will be established and followed.
- D. In all matters related to aircraft fueling safety and servicing, the provisions of NFPA Manual 407 "Aircraft Fuel Servicing," together with American Petroleum Institute quality control standards, as such documents may be amended from time to time, shall be used as the basis for all airport fueling operations. Copies thereof are on file with the Airport Manager. In the event of conflict between such documents and the standards set forth elsewhere herein, the standards set forth herein shall control.

VI. PERMIT

A Commercial Operator's Permit from the City of St. Joseph is required for this service.



CATEGORY F. AIRFRAME AND/OR POWERPLANT REPAIR

Any Lessee desiring to engage in airframe and/or power plant repair service must provide as a minimum the following:

I. LAND

The leasehold shall negotiate an area to provide space for all buildings and temporary parking of aircraft. Optional: Increase land area to provide for additional facilities such as private auto parking, paved ramp area to appropriate lot line, paved pedestrian access walkway, etc.

II. BUILDINGS

Lease or construct a building having adequate square feet of properly lighted and heated floor space to provide adequate aircraft maintenance facility, according to NFPA standards.

III. PERSONNEL

One person currently certified by FAA with rating appropriate for work being performed who may hold an airframe and/or powerplant rating. Additional certificated personnel. Office shall be attended during required operating hours.

IV. HOURS OF OPERATION

The hours of operation shall be adequate to meet public demand. Provide on call/emergency aircraft maintenance/mechanical services during evening and weekends.

V. EQUIPMENT

Sufficient equipment, tools, supplies and availability of parts to perform maintenance in accordance with manufacturer recommendations or equivalent. Demonstrate the ability to and assume responsibility for promptly removing from the public landing area any disabled aircraft as soon as permitted by cognizant Federal and/or State Authorities.

VI. INSURANCE COVERAGE

Comprehensive Public Liability and Property Damage

Bodily injury	300,000 each person 1,000,000 each accident
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Property damage	1,000,000 each accident
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Hangar Keepers

Liability	1,000,000 each accident
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(coverage depends on type and number of aircraft serviced at any one time)

Note: City may increase amounts of coverage if warranted.

Optional: Products Liability.

VII. PERMIT

A Commercial Operator's Permit from the City of St. Joseph is required for this service.

MINIMUM STANDARDS  
Rosecrans Memorial Airport  
CATEGORY G. AIR TAXI SERVICE

REVISED 6/15

Lessees desiring to engage in air taxi service must hold a FAA Air Taxi-Commercial Operator Certificate with ratings appropriate to the functions to be accomplished, and provide as minimum the following:

I. LAND

The leasehold shall negotiate an adequate area of land for building.

II. BUILDINGS

Lease or construct a building having an adequate square feet of properly air conditioned, lighted and heated floor space to provide classroom, briefing room, pilot lounge, rest rooms, office space and public use telephone.

IV. PERSONNEL

One FAA certificated commercial pilot who is appropriately rated to conduct air taxi service offered.

V. EQUIPMENT

One four-place aircraft meeting all the requirements of the Air Taxi/Commercial Operator Certificate held. Additional aircraft—single or multi-engine. Require instrument operations capability under Part 135. NOTE: Aircraft shall be owned or leased by agreement in writing and meet all the relevant requirements of Part 135 of the FAA Regulations.

VI. HOURS OF OPERATION

Provide on call service during non-operating hours.

VII. INSURANCE LIABILITY

Aircraft Liability

Bodily injury	100,000 each person 1,000,000 each accident
Property damage	1,000,000 each accident
Passenger liability	300,000 each passenger 1,000,000 each accident

Comprehensive Public Liability and Property Damage

Bodily injury	300,000 each person 1,000,000 each accident
Property damage	1,000,000 each accident

Note: City may increase amounts of coverage if warranted.

VIII. PERMIT:

A Commercial Operator's Permit from the City of St. Joseph is required for this service.

CATEGORY H. RADIO, INSTRUMENT, OR PROPELLER REPAIR SERVICE

Lessees desiring to provide a radio, instrument or propeller repair service must hold an FAA repair station certificate and ratings for same and provide as a minimum the following:

I. LAND

The leasehold shall negotiate an adequate area of land for building.

II. BUILDINGS:

Lease or construct a building having an adequate square feet of properly air conditioned, lighted and heated floor space to provide office space and avionics shop.

III. PERSONNEL

One FAA certificated repairman qualified in accordance with the terms of the Repair Station Certificate.

IV. HOURS OF OPERATION

The hours of operation shall be adequate to meet public demand. Provide on call service during evenings and weekends.

V. INSURANCE COVERAGE

Hangar Keepers Liability\_ 1,000,000 each accident

Products Liability 1,000,000 each accident

NOTE: Insurance coverage limits appropriate to risk exposure.

Optional: Non-Ownership Aircraft Liability

Comprehensive Public Liability and Property Damage

Bodily injury 300,000 each person  
1,000,000 each accident

Property damage 1,000,000 each accident

VI. PERMIT:

A Commercial Operator's Permit from the City of St. Joseph is required for this service.

CATEGORY I. AERIAL APPLICATIONS

Lessees desiring to engage in aerial application operations must hold an Agricultural Aircraft Operator Certificate issued by the FAA; comply with requirements of the State and political subdivisions thereof; and provide as a minimum the following:

I. LAND

Leasehold shall negotiate an adequate area of land to provide for buildings, aircraft parking and tie down, and parking space for loading vehicles and equipment.

II. BUILDING

Lease or construct an adequate area of building space for office and storage.

III. PERSONNEL

One person holding current FAA commercial certificate properly rated for the aircraft to be used and meeting the requirements of appropriate FAA Regulations and applicable regulations of the State.

IV. AIRCRAFT

One aircraft, which will be airworthy, meeting all the requirements of appropriate FAA Regulations and applicable regulations of the State. This aircraft shall be owned or leased by agreement in writing and based on the Lessee's leasehold.

V. FACILITIES

Agricultural spraying operations will be conducted in accordance with procedures approved by the City and only from the areas designated on the Airport. Careless handling of chemicals, indifference toward policing the area or intimidation of other aircraft users will not be tolerated.

A segregated chemical storage area protected from public access. Wash down of agricultural spraying aircraft and flushing of ag aircraft spray tanks will be accomplished only in areas so designated and in accordance with applicable EPA, St. Joseph Water Pollution Control, State Department of Agriculture, and State Department of Health rules and regulations. Empty chemical containers will be disposed of in accordance with applicable Federal and State laws. Tank trucks for handling of liquid spray and mixing liquids. Adequate ground equipment for handling and loading of dusting materials.

VI. HOURS OF OPERATION

Available on call 24 hours during the normal aerial application season.

VII. INSURANCE COVERAGE

Aircraft liability

Bodily injury	100,000 each person 1,000,000 each accident
Property damage	1,000,000 each accident

Comprehensive Public Liability and Property Damage

Bodily injury	300,000 each person 1,000,000 each accident
Property damage	1,000,000 each accident
Chemical damage	1,000,000 each accident

Note: City may increase amounts of coverage if warranted.

X. PERMIT:

A Commercial Operator's Permit from the City of St. Joseph is required for this service.

CATEGORY J. SPECIALIZED COMMERCIAL FLIGHT SERVICES

Lessees desiring to engage in the specialized commercial air activities including but not limited to those listed below shall provide as a minimum the following:

Banner towing and aerial advertising  
Aerial photography or survey  
Fire fighting or fire patrol  
Air ambulance service  
Powerline or pipe line patrol  
Any other operations specifically excluded from Federal Aviation Regulation (FAR) Part 135.

I. LAND

Leasehold shall negotiate an adequate area of land to provide for buildings, aircraft parking and tie downs.

II. BUILDINGS

Lease or construct a building having adequate square feet of properly air conditioned, lighted and heated floor space to provide office space or any facility pertinent to the specific operation

III. PERSONNEL

One person having a current Commercial Pilot Certificate with appropriate ratings for the aircraft to be flown. Additional certified personnel with appropriate ratings. Office to be attended during operating hours.

IV. AIRCRAFT

One properly certificated aircraft owned or leased in writing to the Lessee.

V. HOURS OF OPERATION

The normal operating hours will be at the operator's discretion, but be adequate to meet public demand. On call service during nonoperating hours if appropriate.

VI. INSURANCE COVERAGE FOR OWNED OR LEASED AIRCRAFT

Aircraft Liability

Bodily injury	100,000 each person 1,000,000 each accident
Property damage	1,000,000 each accident

Comprehensive Public Liability and Property Damage

Bodily injury	300,000 each person 1,000,000 each accident
Property damage	1,000,000 each accident

Note: City may increase amounts of coverage if warranted.

VII. PERMIT:

A Commercial Operator's Permit from the City of St. Joseph is required for this service.



CATEGORY K. MULTIPLE SERVICES

Lessees desiring to engage in two or more commercial aeronautical activities must provide as a minimum the following:

I. LAND

The leasehold for multiple activities shall negotiate an adequate area of land to provide space for specific use area requirements established for the service to be offered (specific use spaces need not be additive where combination use can be reasonably and feasibly established).

II. BUILDINGS

Lease or construct a building containing an adequate area to provide properly lighted, air conditioned and heated space for specific use area requirements established for the service to be offered (specific use space need not be additive where combination use can be reasonably and feasibly established). Repair stations must provide minimum shop and hangar space as required by FAA repair shop certification.

III. PERSONNEL

Multiple responsibilities may be assigned to personnel to meet personnel requirements for all activities.

IV. AIRCRAFT

All requirements for aircraft for the specific activities to be engaged in must be provided; however, multiple uses can be made of all aircraft, except aerial applicator aircraft, to meet these requirements. In order to meet these requirements, however, a minimum of two aircraft must be owned or under the direct control of the Lessee and based on the Lessee's leasehold.

V. EQUIPMENT

All equipment, specifically required for each activity, must be provided.

VI. SERVICES

All services specifically required for each activity must be provided during the hours of operations.

VII. HOURS OF OPERATION

The Lessee will adhere to the operating schedule as required for each activity.

VIII. INSURANCE COVERAGE

The Lessee will obtain the highest single coverage in the amounts established for each type of insurance required for the specific activity.

IX. PERMIT:

A Commercial Operator's Permit from the City of St. Joseph is required for each service.

In an effort to foster and promote flying for pleasure, develop skills in aeronautics, including pilotage, navigation, and an awareness and appreciation of aviation requirement and techniques, the category of Flying Clubs is added to the Standards of the airport.

All flying clubs desiring to base their aircraft and operate on the airport must comply with the applicable provisions of these standards and requirements. However, they shall be exempt from regular FBO requirements upon satisfactory fulfillment of the conditions contained herein.

- I. The club shall be a nonprofit entity (corporation, association or partnership) organized for the express purpose of providing its members with aircraft for their personnel use and enjoyment only. The ownership of the aircraft must be vested in the name of the flying club (or owned proportionately by all of its members). Each member must be a bonafide shareowner of the aircraft or a stockholder in the corporation. 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.
- II. Flying clubs may not offer or conduct charter, air taxi, or rentals of aircraft operations. They may not conduct aircraft flight instruction except for regular members, and only members of the flying club may act as pilot in command of the aircraft except when receiving dual instruction. No flying club shall permit its aircraft to be utilized for the giving of flight instruction to any person, including members of the club owning the aircraft, when such person pays or becomes obligated to pay for such instructions, except when instruction is given by a Lessee based on the airport who provides flight training. Any qualified mechanic and/or instructor who is a registered member and part owner of the aircraft owned and operated by a flying club shall not be restricted from doing maintenance work and/or giving instruction in aircraft owned by the club, so long as the club does not become obligated to pay for such maintenance work or instruction, except that such mechanics and instructors may be compensated by credit against payment of dues or flight time.
- III. All flying clubs and their members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of such club at the airport except that said flying club may sell or exchange its capital equipment.
- IV. A flying club shall abide by and comply with all Federal, State and local laws, ordinances, regulations and the Rules and Regulations of this airport management.

- V. The flying club, with its permit request, shall furnish the airport management a copy of its charter and by-laws, articles of association, partnership agreement or other documentation supporting its existence; a roster, or list of members, including names of officers and directors, and investment share held by each member to be revised on a semi-annual basis; evidence of insurance in the form of a Certificate of Insurance with hold harmless clause in favor of the airport, its officers and employees (10 days prior notice of cancellation shall be filed with airport management); number and type of aircraft; evidence that aircraft are properly certificated; evidence that ownership is vested in the club; and operating rules of the club. In addition, the club shall maintain a set of books showing all club income and expenses. Said books shall be available for inspection by airport management to determining compliance with this provision.

VI. INSURANCE COVERAGE

Comprehensive Public Liability and Property Damage

Bodily injury	300,000 each person 1,000,000 each accident
Property damage	1,000,000 each accident

- VII. A flying club which violates any of the foregoing, or permits one or more members to do so, will be notified in writing of the violation and given 10 days in which to correct said violation. Should such violation not be corrected within 10 days, a public hearing will be held for the purpose of considering termination of tenancy.

CATEGORY M. AIRPORT TENANT

A person having the use designation of "Airport Tenant" shall be limited to the following and only the following uses:

Storage of wholly owned or leased aircraft and service and maintenance on wholly owned or wholly leased aircraft.

Such person may provide fuel for owned or leased aircraft, but only after meeting the requirements of (D(1)) "Nonpublic Aircraft Fuels and Oil Dispensing." Such person shall not hangar aircraft owned by others, nor offer, nor provide, for financial gain, any services whatsoever to others, except, however, other's aircraft may be temporarily hangared without compensation. "Temporarily" means less than 60 days in any one calendar year.

I. INSURANCE COVERAGE

Aircraft Liability

Bodily injury	100,000 each person 1,000,000 each accident
Property damage	1,000,000 each accident
Passenger Liability	100,000 each passenger 1,000,000 each accident

Comprehensive Public and Property Damage

Bodily injury	300,000 each person 1,000,000 each accident
Property damage	1,000,000 each accident

Note: City may increase amounts of coverage if warranted.

- II. The Standard Lease Provisions (a) and (c) shall not be applicable.
- III. Due to the vast variety of single and multi-occupancy hangars, a single, minimum standard for building and acreage is not established. Therefore, each application under this standard will be considered on its own merits.

# RULES AND REGULATIONS

FOR  
TENANTS  
AT ROSECRANS  
MEMORIAL AIRPORT  
ST. JOSEPH, MO.

REVISED ~~JULY 14, 2015~~

**Rules and Regulations  
Page Revision Log**

PAGE	SUBJECT	DATE
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THE INITIAL DATE OF THE RULES AND REGULATIONS IS 9/92. ALL PAGES REVISED SINCE 9/92 ARE LISTED BELOW WITH THE LATEST REVISION DATE ~~FIRST~~FIRST.

<b>Provision:</b> <b>Page B-2(D)</b>	<b>Revised Key Personnel (new Airport Ops Manager)</b>	<b>07/14/2015</b>
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<b>Provision:</b> <b>Page B-1.b, c, d</b>	<b>Revised Personnel Responsibilities</b>	<b>03/01/2013</b>
<b>Page C-3.c</b>	<b>Revised Miscellaneous</b>	<b>03/01/2013</b>
<b>Page D-1.a</b>	<b>Revised Maintenance and Inspection Program</b>	<b>03/01/2013</b>
<b>Page F-1.a1</b>	<b>Revised Snow and Ice Control Responsibilities and Supervision</b>	<b>03/01/2013</b>
<b>Page F-2.a2</b>	<b>Revised Snow and Ice Control Responsibilities and Supervision</b>	<b>03/01/2013</b>
<b>Page F-2.b2</b>	<b>Revised Vehicle Equipment List</b>	<b>03/01/2013</b>
<b>Page F-4.e, g</b>	<b>Revised Snow and Ice Control Snow Removal Procedures</b>	<b>03/01/2013</b>

<b>Provision:</b> <b>Page E-6</b>	<b>Revised Emergency Contacts List, Item 7, added B</b>	<b>03/30/2009</b>
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<b>Provision:</b> <b>Page B-2.d</b>	<b>Changed Acting Airport Manager to Airport General Manager</b>	<b>03/11/2008</b>
<b>Page B-3.e</b>	<b>Revised Rosecrans Airport Organizational Chart</b>	<b>03/11/2008</b>
<b>Page C-3.c.1</b>	<b>Revised Airport Acreage</b>	<b>03/11/2008</b>
<b>Page C-4.c.7</b>	<b>Revised Flight Service Station, Removed Columbia, MO</b>	<b>03/11/2008</b>
<b>Page C-10.1-10.2</b>	<b>Revised Airport Master Record</b>	<b>03/11/2008</b>
<b>Page E-4</b>	<b>Revised Flight Service Contact Number</b>	<b>03/11/2008</b>
<b>Page E-5-E-6</b>	<b>Revised Emergency Contacts List</b>	<b>03/11/2008</b>
<b>Page F-1.A.d</b>	<b>Revised Flight Service Stations Telephone Number</b>	<b>03/11/2008</b>
<b>Page F-2.B.2</b>	<b>Revised Vehicle Equipment List (950-03 to 950-02)</b>	<b>03/11/2008</b>

OPERATIONS MANUAL  
Rosecrans Memorial Airport

Revised ~~7/14/2015~~

**Provision:**

Page B-2	Deleted Airport Maintenance Technician position	05/10/2007
Page B-3	Rosecrans Airport Organizational Chart`	05/10/2007
Page C-4	Deleted Southwestern Bell Telephone-Changed to AT&T	05/10/2007
Page C-10	Updated FAA Form 5010	05/10/2007
Page E-4	Updated FAA Accident Duty Officer – FSDO	05/10/2007
Page E-5-E-6	Updated Agency List in case of aircraft accident	05/10/2007
Page F-2	Updated List of Equipment to add new Snow Removal Equipment # 950-06	05/10/2007

**Provision:**

	Memorandum-Airport Personnel Emergency Phone Numbers	12/07/2005
Page C-3	Update holiday date to President’s Day	12/07/2005
Page E-5-E-6	Updated Information to Agencies Emergency Phone Numbers	12/07/2005

**Provision:**

Page B-3	Updated STJ Airport Organization Chart	10/19/2004
Page F-2	B.2 Changes to ‘List of Equipment’	10/19/2004

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Page C-9,	Added ‘Airport Movement Area’ Map	09/03/2004
Page C-10(a) (b),	Added ‘ FAA Form 5010’	09/03/2004
Page E-7	Added ‘Airport Movement Area’ Map	09/03/2004
Page F-5	Added ‘Active Runway’ Map	09/03/2004
Page F-6(a)	Added ‘Snow Bank Height’ Map	09/03/2004
Page F-6(b)	Add ‘Glide Slope Area’ Map	09/03/2004

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PART 1

AIRPORT RULES AND REGULATIONS MANUAL  
CONTENTS

	PAGE
SECTION A	
1. GENERAL	
A. GENERAL	A-1
B. INSPECTION AUTHORITY	A-1
C. MANUAL PURPOSE	A-1
D. CITY ORDINANCE CONFLICTS	A-1
E. DEFINITIONS	A-2
SECTION B	
1. ORGANIZATION AND MANAGEMENT	
A. PERSONNEL	B-1
B. PERSONNEL RESPONSIBILITIES	B-1
C. LINES OF SUCCESSION	B-2
D. LISTING OF KEY PERSONNEL	B-2
E. CITY ORGANIZATIONAL CHART	B-3
SECTION C	
1. AIRPORT FAMILIARIZATION	
A. FIGURES	C-1
B. HISTORY	C-1
C. MISCELLANEOUS MAPS	C-3 TO C-4 C-5 TO C-8b
SECTION D	
1. MAINTENANCE AND INSPECTION PROGRAM	
A. INSPECTION PROGRAM	D-1
B. AIRPORT SAFETY SELF-INSPECTION CHECKLIST	D-2
C. RUNWAY/TAXIWAY SAFETY AREAS MAP	D-3

SECTION E

PAGE

1.	OPERATIONAL SAFETY	
A.	PUBLIC PROTECTION	E-1
B.	EMERGENCY PROCEDURES	E-2 TO E-6
C.	AIRPORT MOVEMENT AREAS	E-7
D.	MOVEMENT AREA LETTER OF AGREEMENT	E-8
D.	INCIDENT REPORT	E-9
E.	SPECIAL ORDINANCE FOR RECIPROCAL FIRE/HAZARDOUS MATERIALS INCIDENTS AT ROSECRANS MEMORIAL AIRPORT	E-10 TO E-10.3

SECTION F

1.	SNOW AND ICE CONTROL	
A.	RESPONSIBILITIES AND SUPERVISION	F-1
B.	VEHICLES	F-2
C.	SNOW REMOVAL OPERATIONS	F-2
D.	ICE CONTROL	F-4
E.	CLEANUP	F-4
	MAPS	
	SNOW REMOVAL PLAN	F-5
	SNOW BANK PROFILES/GLIDE SLOPE AREA	F-6A

## SECTION A

### I. GENERAL

#### A. General

This Operations Manual establishes the safety standard for Rosecrans Memorial Airport in accordance with the Federal Aviation Regulations. All airport personnel shall comply with the provisions of the Operations Manual (OM) in the conduct of their official duties at the airport.

#### B. Inspection Authority.

Rosecrans Memorial Airport shall allow the FAA Administrator to make any inspection, including unannounced inspections, or tests to determine compliance with the Federal Aviation Regulations.

#### C. Purpose

This Operations Manual is a working tool which, when properly used, will assure the greatest possible safety in the day-to-day operations of this airport.

THIS DOCUMENT IS NOT TO BE CONSIDERED A TRAINING DOCUMENT; RATHER IT IS MEANT TO FAMILIARIZE ALL PERSONNEL WITH THE ACCEPTED PROCEDURES EMPLOYED AND THE MANPOWER AND EQUIPMENT AVAILABLE.

#### D. City Ordinance Conflicts

This Operations Manual and Rules and Regulations shall be consistent with all current or future ordinances relating specifically to Rosecrans Memorial Airport. Should this manual conflict with any such ordinance then such ordinance would control.

E. Definitions.

1. AFFF – aqueous film forming foam agent.
2. Air Operations Area – That portion of the Airport used or intended to be used for the landing, takeoff or surface movement of aircraft and is classified as a restricted area to public use.
3. Airport – area of land or other hard surface, excluding water that is used or intended to be used for the landing and takeoff of aircraft and includes its buildings and facilities, if any.
4. Index – an airport ranking according to the type and quantity of aircraft rescue and fire fighting equipment and agent required, determined by the lengths and frequency of air carrier aircraft served by the airport.
5. Movement Area – the runways, taxiways, and other areas of an airport which are used for taxing, takeoff, and landing of aircraft, exclusive of loading ramps and aircraft parking areas.
6. Safety Area – a designated area abutting the edges of a runway or taxiway intended to reduce the risk of damage to an aircraft inadvertently leaving the runway or taxiway.
7. Wildlife Hazard – a potential for a damaging aircraft collision with wildlife on or near an airport. As used in this manual "wildlife", includes domestic animals while out of the control of their owners.

## SECTION B

### I. ORGANIZATION AND MANAGEMENT

#### A. Personnel.

Rosecrans Memorial Airport shall maintain sufficient qualified personnel to comply with the requirements of this Operations Manual and the requirements of the Federal Aviation Regulations.

#### B. Personnel Responsibilities.

##### 1. Director of Public Works and Transportation

Plans for future public works department projects and oversees daily departmental operations and budget administration.

##### 2. Airport General Manager

Manages and supervises the daily operations of the airport. Solicits grants and funds for maintenance and Capital improvements for the airport. Promotes the airport through the news media and speaking engagements to civic groups.

##### 3. Airport Secretary

Assists the Airport General Manager and the Aviation staff in daily administrative operations. Coordinates with local government officials in compliance with city administration.

##### 4. Airport Operations Manager

Supervises maintenance activities on airfield, city property at the airport, and related equipment. Schedules maintenance projects and purchases necessary supplies and equipment.

5. Airport Maintenance Specialist

Operates motor equipment in the maintenance of airport buildings, streets, and runways. Performs cleaning/maintenance activities for airport facilities and grounds.

6. Firefighting/Security Personnel

Fire protection and Security is provided through the Airport Manager working in conjunction with the Missouri Air National Guard.

C. Line of Succession

Rosecrans Memorial Airport is owned by the City of St. Joseph, and operated under the Department of Public Works and Transportation. The Airport is under the direct supervision of the Airport General Manager, who is appointed by the Public Works Director. The line of succession for Rosecrans Memorial Airport is:

1. City Manager
2. Director of Public Works and Transportation
3. Airport General Manager
4. Airport Operations Manager
5. Airport Administration Secretary
6. Airport Maintenance Specialist(s)

D. Listing of Key Personnel

1. Director of Public Works and Transportation - ~~Jody L. Carlson~~
2. Airport General Manager - Abraham Forney
3. Airport Operations Manager- Adam Freeman

E. City Organizational Chart – Figure B-3

## SECTION C

### I. Airport Familiarization

#### A. Figures

- |                                |                     |
|--------------------------------|---------------------|
| 1. Airport Layout Plan         | Figure C-5          |
| 2. Taxiway Identification Plan | Figure C-6          |
| 3. Airport Vicinity Map        | Figure C-7          |
| 4. Approach and Clear Zones    | Figure C-8          |
| 5. Airport Movement Area Map   | Figure C-9          |
| 6. F.A.A. Form 5010            | Figure C-10.1-C10.2 |

#### B. Brief History

The St. Joseph Airport was constructed in 1939 and named in honor and memorial to Sgt. Guy W. Rosecrans and his comrades of the 153rd Aero-Squadron, U.S. Army, 1917-1918. Two runways, a 3,000-ft. NE-SW and a 3,000-ft. NW-SE, were constructed in 1939 with an aircraft hangar located east of the runway intersection.

During 1941, the federal government established a U.S. Army Air Force Base at Rosecrans, extended the 3,000-ft. runways to 6,000 ft., and constructed a 5,500-ft. north-south runway, an aircraft parking apron and numerous temporary buildings.

On September 16, 1948, the airport property was transferred to the City of St. Joseph. The FAA under the Facilities and Equipment program installed a precision instrument landing system (with approach lights) in 1948. The FAA has continued to maintain and operate this navigational facility which provides both lateral and vertical guidance to approaching aircraft.



On April 22, 1952, a portion of the airport property was inundated by a Missouri River flood (record stages 27.2-ft.). Only the airport pavement at the north end of the airport remained above water. After the flood, the U.S. Corps of Engineers constructed a river channel east of the airport, which eliminated the oxbow bend of the river. As a result, access from the City to the airport is west via U.S. Highway 36 across a four-lane Missouri River Bridge then north on Kansas Highway 238 across a causeway over Browning Lake.

During 1957, the 5,500-ft. north-south runway and taxiway were extended to 8,058 ft. and the Missouri Air National Guard installed high intensity runway lights and approach lights. The Air National Guard reconstructed the north-south runway and taxiway and a portion of the Air National Guard aircraft-parking apron during 1963. The remaining Air National Guard apron was reconstructed in 1971. Runway 17/35 received a major concrete overlay in 1989, which upgraded the strength of the runway and spearheaded a new growth and development interest at the airport by the City of St. Joseph. The latest revision of the master plan for the airport was completed in 1976.

In 1993, the Midwest endured one of the greatest floods in U.S. history. St. Joseph and Rosecrans Memorial Airport did not escape the destruction. In July 1993, the Missouri River broke through the levee system protecting the airport and completely submerged the facility. When the floodwaters receded, the airport was able to secure additional federal funding to repair damaged buildings and facilities. Recent improvements include an overlay of the full-length parallel taxiway, runway 13/31 reconstruction and an overlay of the general aviation apron.

C. Miscellaneous

1. The airport consists of a primary 8,061' X 150' concrete runway (17/35) with accompanying parallel taxiway. There are five instrument approaches to the Runway 17/35 including ILS, VOR, NDB, RNAV, and LOC. Runway 13/31, 4,797 'x75', serves as a crosswind concrete/asphalt runway and has nonstandard lighting and markings. The area encompassing the airport and associated industrial complex consists of approximately 1,707 acres.
2. Services now offered at Rosecrans Memorial Airport are Aircraft charter, Flight Instruction, Aircraft Rental, Aircraft Sales, Aircraft Engine and Interior Maintenance, Avionics, and Agriculture spraying.
3.
  - (a) Airport office hours are 8:00am – 4:30 PM, Monday–Friday, except holidays (Listed below)
  - (b) The Airport General Manager and Airport Operations Manager are available anytime a situation may dictate or require their presence.
  - (c) After hours and on holidays contact City Dispatcher at (816) 271–4862.
  - (d) Official Holidays:

New Years Day	January 1
Martin Luther King's Birthday	3rd Mon. in Jan.
Presidents Day	3rd Mon. in Feb.
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in Sept.
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in Nov.
Day after Thanksgiving	4th Friday in Nov.
Christmas Eve	December 24
Christmas Day	December 25

- (e) Complaints/open door policy – Complaints or concerns grievances may be discussed at anytime on an informal basis. Suggestions of a change of policy or procedures are welcome in an effort to improve overall operation and function of Rosecrans Memorial Airport.

#### 4. Utilities

- (a) Natural Gas – Missouri Gas Energy
- (b) Electric – KCP&L
- (c) Water – Missouri–American Water
- (d) Telephone – AT & T
- (e) Sewers – City of St. Joseph

#### 5. Fuel Storage Facilities

The north fuel storage facility consists of two 12,000 gal. above ground storage tanks for Jet fuel and one 12,000 gal. above ground tank for AvGas.

#### 6. Control Tower

The control tower is located above the administration building. It is in operation year-round, 7 am to 7 pm Monday through Friday, 8 am to 6 pm Saturday and Sunday; 0800–1800 hours, daily, by the National Guard Bureau.

#### 7. Flight Service Station

The Flight Service Station, operated by the FAA, has a toll-free telephone number to provide pre-flight pilot briefings, communications with VFR aircraft and broadcasts weather information among other services (1-800-WX-BRIEF). The flight station is also responsible for issuing notices to airman.

## SECTION D

### I. MAINTENANCE AND INSPECTION PROGRAM

#### A. INSPECTION PROGRAM

1. It shall be the responsibility of the Airport Operations Manager, or his designated representative, to perform daily airport safety inspections of pavement and safety areas, lighting systems and other facilities in accordance to FAR Part 139; Airport Certification Specifications. This working document is on file in the Airport Administration office. (see Figures D-2.1a, D-2.b, D-2.2, D-3)

## SECTION E

### I. OPERATIONAL SAFETY

#### A. PUBLIC PROTECTION

1. Personnel on duty in the Air Traffic Control Tower will provide an additional means of surveillance over the movement area. The National Guard Bureau Control Tower is manned from 0900–1900, daily. (see Letter of Agreement, Figure E-15)
2. The movement area, which is defined as "that portion of the airport used or intended to be used for the landing, takeoff or surface movement of aircraft", is classified as a restricted area to public use. (see Figure E-(19.a, 19.b))
3. Signs signifying the restricted areas note the air operation area of Rosecrans Memorial Airport. These signs are placed to prevent the inadvertent entry to the movement area by unauthorized persons or vehicles.
4. The police officers of the City of St. Joseph provides protection for the public utilizing the facilities of Rosecrans Memorial Airport. The Missouri Air National Guard is responsible for the guard areas of the airport.
5. The City of St. Joseph requires an accident report to be completed upon any aircraft accident/incident occurring on airport property. (see Accident Report Form, Figure E-20)
6. The City of St. Joseph has a Mutual Aid Fire Agreement with the Missouri Air National Guard for first response public protection. (see Mutual Aid Fire Protection Agreement, Figure E-21 to 24)

## SECTION F

### I. SNOW AND ICE CONTROL

#### A. Responsibilities and Supervision

1. The airport general manager or his designated representative is responsible for the following:
  - a. Determining when snow removal or anti-icing operations shall begin. This will be based on his evaluation of existing field conditions, and present and forecast weather.
  - b. Maintaining a constant check of runway conditions during snow or ice storms to determine presence of snow, ice, or slush and their depth, and to determine the coefficient of friction by use of airport truck.
  - c. Keeping all NAVAID critical areas clear and notifying the local Airway Facilities at the tower of Rosecrans Memorial Airport.
  - d. Disseminating airport information through the Notice to Airman (NOTAM) system by calling Flight Service at 1-877-487-6867 immediately upon engaging the snow removal plan.
  - e. Informing the airport traffic control tower at 236-3682, and the FBO at 233-3444.

2. The Airport Operations Manager is responsible for the efficient operation of snow and ice removal equipment. All equipment must be inspected by the Airport Operations Manager to ensure proper operation. Equipment should be properly sheltered to ensure complete, prompt readiness for snow removal operations. A 72-hour supply of gasoline and diesel fuel must be kept on hand in the event that a prolonged storm occurs. The equipment must be inspected for damage and/or maintenance needs after each snow and ice removal event.

B. Vehicles

1. All snow removal and ice control vehicles operating on aircraft movement areas must be equipped with a two-way radio or be under the direct control of a vehicle so equipped. Radios must be capable of monitoring the ground control frequency at all times.

2. List of Equipment:

Vehicle #	Vehicle Description	Plow Size
950-02	2005 Dodge 1-Ton Pick-up w/Salt Spreader and 8' Snow Plow	8' Blade
950-04	1996 GMC 5 Ton w/Snow Plow	11' Blade
950-05	1996 GMC 5 Ton w/Snow Plow	10' Blade
950-06	Model H2718B Sweepster Combination Snow Broom/Blower	N/A
950-07	Model 3200 Sweepster Snow Broom	46" Diameter, 18' Long
950-08	1982 Oshkosh 29-ton Snow Blower	N/A
950-21	1995 853H Bobcat	6' Blade
N/A	1994 Oshkosh P-Series Truck w/front Mounted Plow Hitch	16' Blade

C. Snow Removal Operations

1. The following principles regarding snow removal shall be adhered to in maintaining safe operating conditions on airport movement areas.

2. Drifted or windrowed snow will be removed completely and promptly from runway, taxiway, and ramp surfaces.
3. In the event of heavy snow accumulation, the height of snowbanks alongside useable runway, taxiway, and ramp surfaces must be such that all aircraft propellers, engine pod, rotors and wingtips, will clear each snowdrift and snowbank when the aircraft's landing gear traverses any full strength portion of the movement area.
4. In the event that the snow removal crew is unable to comply promptly with the requirements stated above, the Director of Public Works and Transportation, Airport General Manager or his representative will utilize the Notice to Airman system to describe the conditions and will promptly notify the Control Tower, and other airport users.
5. Snow Removal Procedures:
  - a. Snow removal operations are to commence when snow begins to accumulate on the movement surfaces. The runway will be closed for aircraft use if it has more than 1/2" (1.3 cm) of slush or 2" (5.1 cm) of dry snow.
  - b. The active runway associated parallel taxiway, and taxiways connecting the active runway to the parking ramp is designated Priority 1. (see Page 7 of the attached Snow and Ice Control Plan for exact location and levels of priority areas)
  - c. Plowing crews shall maintain a minimum of 75 feet distance between plows and be extremely careful of runway edge lights, threshold lights, and approach lights.
  - d. Maximum allowable snowbank height is defined in the graphic on Figure 4-1 and should be checked frequently by the Airport Operations Manager. Snowbank heights should be lower than this if possible.



- e. Signs and lights should be checked by the Airport Operations Manager for visibility and should be cleared as appropriate.
- f. Snow removal operations on the airport access roads, auto parking lots, and service areas will receive lowest priority. The equipment dedicated to their maintenance will be used, but they will be plowed only after drivers are available. Because of the importance of the safe movement of passengers and visitors on the airport properties, access roads, parking areas and sidewalks should be properly plowed and deiced.
- g. The glide slope area should be evaluated by the Airport Operations Manager and cleared as shown on Figure 4.2. Contact should be made with the Airway Facilities Manager or his representative at 816/719-1712 before moving equipment into the ground plane area.

#### D. Ice Control

Rosecrans Memorial Airport does not have deicing equipment. When ice conditions are such that aircraft can not land, a NOTAM will be issued and the airport closed until conditions improve.

#### E. Cleanup

All snow and windrows must be removed as soon as possible after a storm ends. Sand will be removed from runways as soon as the surface is dry and braking action has been restored. The Airport Operations Manager will ensure that this is done. The airfield should be checked for broken or damaged lights and signs and repairs should be made.