

## LA CROSSE REGIONAL AIRPORT LA CROSSE, WISCONSIN

MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL SERVICE PROVIDERS

ADOPTED	

#### CITY OF LA CROSSE, WISCONSIN

## MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL SERVICE PROVIDERS AT LA CROSSE REGIONAL AIRPORT

#### **Table of Contents**

Amendm	ent		
Log			
		1	
Section 1	Gen	eral Statement of Policy	2
Section 2	2 Busi	ness Activities	3
Section 3	B Defir	nitions	3
Section 4	Gen	eral Requirements	6
Section 5	Appl	ication	9
Section 6	Actic	on on Application	10
Section 7	' Minir	mum Standards for Fixed Base Operators	11
Section 8	3 Minir	mum Standards for Specialized Aviation Service Operators	17
	8.1	Aircraft Airframe and Engine Maintenance and Repair	17
	8.2	Ground Handling Services	17
	8.3	Aircraft Charter and Commercial Operator	18
	8.4	Aircraft Storage	19
	8.5	Flight Training	20
	8.6	Independent Flight Instructor	20
	8.7	Aircraft Rental	21
	8.8	Aircraft Sales	22
	8.9	Specialized Aircraft Repair Service	22

8.1	1 Air Cargo Operators	24
8.1	2 Specialized Commercial Flying	
	Services25	
Section 9 Wa	aivers of Minimum Standards Provisions	26
Section 10 W	/ritten Agreement	26
Section 11 FA	AA Required Lease Provisions	26
Section 12 Op	perators Doing Business on the Effective Date of These Standards	27

# CITY OF LA CROSSE, WISCONSIN LA CROSSE REGIONAL AIRPORT MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL SERVICE PROVIDERS AMENDMENT LOG

Date of Amendment	Section and Page	Description	Approval Date

#### **SECTION 1 GENERAL STATEMENT OF POLICY**

These Minimum Standards for Commercial Aeronautical Service Providers are hereby originally adopted by the La Crosse, Wisconsin Common Council (City) for the La Crosse Regional Airport (Airport) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, superseding any and all previous documents of this kind previously adopted by the Council or its predecessor. Notwithstanding the provisions herein, each Operator shall conduct its business and activities on and from its leased premises in a safe and professional manner consistent with all FAA standards and applicable laws and regulations.

It is the intent and policy of the City to operate and develop the Airport as the primary commercial aviation facility for Southwest Wisconsin, Southeast Minnesota, and Northeast Iowa serving all facets of aviation, including general aviation, passenger air carriers, and air cargo operations. The Airport is a publicly owned and operated Airport, and is subject to certain Federal obligations to operate in a financially self-sufficient manner and to make available to any persons, firms, or corporations the opportunity to engage in Commercial Aeronautical Activities at the Airport that satisfy a demonstrable need and that meet the Minimum Standards as established, adopted, and revised from time to time by the City. It shall be the policy of the City that any person, firm, or corporation wishing to provide Aeronautical Services to the public or conduct special Commercial Aeronautical Activities as defined herein at the Airport shall be given equal opportunity to compete without unjust discrimination for use of available Airport facilities pursuant to FAA Airport Improvement Program (AIP) Grant Assurance 22 Economic Nondiscrimination. The City has established these Minimum Standards for the Airport with the intent of providing fair and reasonable rules to govern the conduct of Commercial Aeronautical Activity on the Airport.

These Minimum Standards were developed in accordance with FAA Advisory Circular 150/5190-7, *Minimum Standards for Commercial Aeronautical Activities*, dated August 28, 2006. The Aviation Board may make revisions and amendments to these Minimum Standards when business conditions at the Airport necessitate it, or when necessary to comply with FAA, Transportation Security Administration (TSA), or other governmental regulations.

Commercial Aeronautical Activities not addressed in the Minimum Standards are to be addressed by the City on a case-by-case basis in the Operator's written Lease, Permit, or Agreement.

Except as permitted by federal law or FAA policy, nothing herein shall be construed to grant or otherwise authorize the granting of an exclusive right to provide any aeronautical service to the public or to conduct any Aeronautical Activity on the Airport. For purposes of these Minimum Standards, an exclusive right is a power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right.

It is the intent of the City to enforce these Minimum Standards in a consistent, uniform, and fair manner to accomplish the City's goals and promote successful commercial business operations at the Airport. The Airport Manager is responsible for and is hereby empowered and authorized to enforce these Minimum Standards.

#### **SECTION 2 BUSINESS ACTIVITIES**

Subject to applicable orders, certificates, or Permits of the FAA or its successor, no person shall use the Airport, or any portion thereof, or any of its improvements or facilities for a revenue-producing Commercial Aeronautical Activity to serve the public, who has not first complied with these Minimum Standards and the Rules and Regulations of the Airport and entered into a written Agreement or obtained a written Permit from the City.

#### **SECTION 3 DEFINITIONS**

For purposes of these Minimum Standards, the following definitions shall apply:

<u>Aeronautical Services/Activities</u>: means any activity or service conducted at the Airport that involves, makes possible or is required for the operation of aircraft, or that contributes to or is required for the safety of such operations. The following services/activities commonly conducted on airports are Aeronautical Activities within this definition: charter operations, air cargo operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising, air ambulance services, surveying, air-carrier operations, aircraft sales and services, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, and any other activities that, because of their direct relationship to the operation of an aircraft, can appropriately be regarded as an "Aeronautical Activity."

<u>Agreement</u>: means the written agreement between the City and an Operator specifying the terms and conditions under which the Operator may conduct commercial aviation activities. Such Agreement shall recite the terms and conditions under which the activity shall be conducted at the Airport, including but not limited to: rents, fees, and charges to be paid; and the rights and obligations of the respective parties.

<u>Aircraft or aircraft</u>: means a device which is used or intended to be used for flight in air. Examples of aircraft include, but are not limited to: airplane, sailplane, glider, rotorcraft (helicopter, gyrocopter, or auto gyro), unmanned aerial vehicles, balloon, and blimp.

<u>Aircraft Fuel</u>: means all flammable liquids composed of a mixture of selected hydrocarbons expressly manufactured and blended for the purpose of effectively and efficiently operating an internal combustion, jet, or turbine engine in an aircraft.

<u>Aircraft Fueling Vehicle</u>: means any vehicle used for the transportation, delivery, and dispensing of Aircraft Fuel.

<u>Aircraft Movement Area</u>: means the runways, taxiways, and other areas of the airport utilized for taxiing, hover taxiing, air taxiing, and takeoff or landing of aircraft, exclusive of loading ramps, maintenance ramps and parking areas.

<u>Airplane Design Group:</u> A FAA designated grouping of Aircraft based upon wingspan. The groups are as follows:

Group I: Up to but not including 49 feet

Group II: 49 feet up to but not including 79 feet Group III: 79 feet up to but not including 118 feet Group IV: 118 feet up to but not including 171 feet Group V: 171 feet up to but not including 214 feet Group VI: 214 feet up to but not including 262 feet

<u>Airport</u>: means La Crosse Regional Airport and all of the area, buildings, facilities, and improvements within the exterior boundaries of such airport as it now exists, or as it may hereafter be extended or enlarged.

<u>Airport Manager</u>: means the individual employed and authorized by the City to be the chief administrative officer of the Airport, or the person authorized by the Airport Manager to act for or on behalf of the Airport Manager, with respect to any particular matter.

<u>Airport Layout Plan</u>: means the FAA approved and Airport adopted drawing, as may be amended from time to time, which reflects an agreement between the FAA and Airport depicting the physical layout of the Airport and identifying the location and configuration of current and proposed runways, taxiways, buildings, roadways, utilities, navaids, etc. and proposed allocation of Airport land and/or improvements to specific uses and/or development.

<u>Airport Security Plan</u>: means the Transportation Security Administration (TSA) approved document, including any amendments or revisions thereto, that governs the provision of security at the Airport.

<u>Aviation Board</u>: means the Board established by Chapter 8 Article 2 of the Code of Ordinances of the City of La Crosse which is responsible for the construction, improvement, equipment, maintenance and operation of all Airport facilities for the City.

<u>City</u>: means the City of La Crosse, Wisconsin, owner and operator of the Airport, acting by or through the La Crosse Common Council, its Aviation Board, and/or any duly authorized employee, agent or instrumentality of the City of La Crosse, Wisconsin.

<u>Commercial Aeronautical Activity</u>: means an Aeronautical Activity for commercial purposes. A Commercial Aeronautical Activity also includes any third party or contract employee engaged in the performance of an Aeronautical Activity for compensation or hire at the Airport who is not an employee of a Fixed Base Operator or a Specialized Aviation Service Operator. For purposes of this definition, "commercial purposes" is the conduct of any aspect of a business, concession, operation, or agency providing goods or services to any person for compensation or hire, including exchange of services, whether or not such objectives are accomplished. An activity is considered a commercial activity regardless of whether the business is nonprofit, charitable, or tax-exempt.

<u>Commercial Through-the-Fence Operation</u>: means an Operator or entity that provides Commercial Aeronautical Activities to the public for compensation or hire but does not have an Agreement with the City and does not occupy space on Airport property. It is the policy of the City to not allow Commercial Through-the-Fence Operations at the Airport.

Common Council: means the legislative body that governs the City of La Crosse, Wisconsin.

FAA: means Federal Aviation Administration.

<u>Fixed-Base Operator (FBO)</u>: means any individual, firm or corporation duly licensed and authorized by written Agreement with the City to operate, under strict compliance with such Agreement and pursuant to these Minimum Standards, to offer Aeronautical Services to the public at the Airport as set forth herein.

<u>Fuel Storage Area</u>: means any portion of the Airport designed temporarily or permanently by the City as an area in which aviation or motor vehicle fuel or any other type of fuel or fuel additive may be stored.

<u>Fueling or Fuel Handling</u>: means the transportation, sale, delivery, dispensing, storage, or draining of fuel or fuel waste products to or from fuel storage tanks, aircraft, vehicles, or equipment.

<u>General Aviation</u>: means all phases of aviation other than military aviation, air cargo operations, and scheduled or non-scheduled commercial air carrier operations.

<u>Gross Receipts</u>: means all monies, income, or revenue paid or payable (collected and uncollected) to the Operator for sales made and services rendered at or from the Airport.

Ground Service Equipment: means any ground based equipment utilized in the servicing of aircraft.

<u>Lease</u>: means the written, contractual Agreement between the City and an entity which is enforceable by law, wherein said Agreement grants a concession or otherwise authorizes the conduct of certain activities.

<u>Minimum Standards</u>: means these Minimum Standards for Commercial Aeronautical Service Providers adopted by the City, as amended from time to time.

<u>Operator:</u> means either a Fixed Base Operator or a Specialized Aviation Service Operator, as applicable, or the City, when performing a Commercial Aeronautical Activity, unless the context clearly indicates another meaning.

<u>Permit</u>: means an administrative approval issued by the City to a person or company to conduct a Commercial Aeronautical Activity from facilities and locations where such services are authorized.

<u>Personnel</u>: means persons who are employees of an Operator or who are contractually obligated to render services to the public on behalf of an Operator.

<u>Rules and Regulations</u>: means the policies, procedures, and regulations which are established and amended from time to time by the City, to govern the safe, orderly, and efficient use of the Airport.

Shall: the word "shall" is always mandatory and not merely directory.

<u>Specialized Aviation Service Operator (SASO)</u>: means a Commercial Aeronautical Activity or any entity that provides any one or more of the services listed in Section 8 of these Minimum Standards.

State: means the State of Wisconsin.

<u>TSA</u>: means the Transportation Security Administration or its successor agency.

<u>Two-way Radio</u>: means a two-way communication system operated by a non-governmental entity that provides Airport advisory information.

#### **SECTION 4 GENERAL REQUIREMENTS**

- A. Operators shall meet or exceed the requirements of this section as well as the applicable standards applicable to the Operator's activities at the Airport.
- B. Each prospective Operator shall demonstrate, to the satisfaction of the City, that it is capable of consistently providing the proposed Commercial Aeronautical Activity in a safe, secure, efficient, prompt, courteous, and professional manner for a fair and reasonable price. This includes, but is not necessarily limited to, demonstrating that the prospective Operator's aviation/business background and experience is appropriate for the proposed Commercial Aeronautical Activities, and that the prospective Operator has the resources (including, but not limited to, the financial capacity) to realize its business objectives.
- C. Each prospective Operator shall provide evidence, satisfactory to the City, of its financial responsibility. The prospective Operator shall also demonstrate financial capability to initiate operations, to construct proposed improvements, and to provide working capital to carry on the contemplated business.
- D. No Operator shall engage in any type Commercial Aeronautical Activity or service at the Airport without first obtaining a written Lease, Permit, or Agreement from the City authorizing such Commercial Aeronautical Activity in accordance with specifications established by the City. Leases, Permits, or Agreements shall be for a term to be mutually agreed upon between the parties with due consideration for the financial investment and the need to amortize improvements to the leasehold.
- E. Operators shall comply with the Rules and Regulations, applicable Federal, State, and local laws, and all regulations, orders, certificates or Permits required by FAA, TSA, the Environmental Protection Agency, local fire regulations, and any other Federal, State, or local agencies and successors having jurisdiction over the Airport and the activities at the Airport, as may change from time to time.
- F. Each Operator shall conduct its business in a lawful and sanitary manner including, but not limited to, the timely handling and disposal of all solid waste, regulated waste, and other materials. In accordance with the Airport Rules and Regulations, the piling and storage of crates, boxes, barrels, containers, refuse, and surplus property is not permitted upon Airport property.

- G. Each Operator shall, at its sole expense, provide and maintain all equipment and facilities of the Operator, and shall provide the required services and level of performance in a clean and safe condition at all times.
- H. Each Operator shall furnish good, prompt, courteous, and efficient services adequate to meet all reasonable demands on a fair, reasonable, and nondiscriminatory basis to all users of the Airport who wish to avail themselves of the Operator's services. It shall maintain and operate its business in a first-class manner, and shall at all times keep its premises in a safe, clean, and orderly condition, consistent with the business activity contemplated hereunder and reasonable satisfaction of the City.
- I. Each Operator shall provide a standard of service that is at least as high as that which is typical and customary of providers at similarly situated commercial service airports. Such standard of service shall include, without limitation, providing equal and responsive service to all users and customers of the Airport.
- J. Each Operator shall follow all security regulations and requirements established by the Federal, State, and local governments and shall abide by all the applicable provisions of the Airport Security Plan, as amended from time to time. In addition, the City reserves the right to require that principal officers of an Operator, regardless of level of involvement in the actual operation of the business, and any employee, customer, contractor, or sub-lessee of the Operator submit to a Security Threat Assessment (STA) and/or criminal history records check (CHRC), including fingerprinting, at the expense of the Operator, dependent upon which area on the airfield or facility direct, unescorted access is required. The City may suspend the authority of an Operator to conduct business at the Airport if the results of the STA and/or CHRC indicate that the individual poses a threat to the Airport, local community, State, or nation.
- K. Each Operator shall lease from the City, or provide under terms agreeable to the City, for its exclusive use, sufficient land and/or facilities for the services to be offered as set forth in these Minimum Standards or, otherwise, as required by the City for the type of services to be offered. Upon the written approval of the Airport Manager, the minimum leasehold/acreage required for each aeronautical service/activity described herein may be combined where reasonable and practical for Operators desiring to engage in more than one aeronautical service/activity.
- L. Each Operator shall lease or construct a building or buildings that shall provide sufficient, adequate, and properly lighted and heated space for work areas, office spaces, storage, and a public waiting area that includes access to indoor restroom facilities and a public telephone to accommodate the services being provided. Upon written approval of the Airport Manager, the minimum square footage required for each aeronautical service/activity described herein may be combined where reasonable and practical for Operators desiring to engage in more than one aeronautical service/activity.
  - 1. No building, structure, tie-downs, ramps, paving, taxi areas, or other improvements or additions to the Airport shall be altered, removed, placed, or constructed on the Airport without the written prior approval of the City.
  - 2. Construction of any new Airport facilities shall comply with all Federal, State, and Local rules and regulations.

- 3. In the event of any construction, the City may, at its discretion, require an appropriate bond to guarantee the completion of construction and/or demolition.
- 4. The City shall approve all plans and specifications prior to construction, and a notice of proposed construction required by 14 CFR Part 77 is to be prepared by the Operator and submitted to the Airport Manager for FAA coordination and approval.
- 5. All constructed improvements shall revert to the ownership of the City upon termination or expiration of the lease unless by agreement the improvements are to be demolished or otherwise removed by the Operator.
- M. Each Operator shall provide a sufficient number of properly certificated, rated and/or trained personnel to carry out their assigned duties for each service provided. Multiple responsibilities may be assigned to personnel to meet the requirement set forth herein. Where more than one activity is being provided by an Operator, multiple uses can be made of aircraft; except aerial applicator (agricultural) aircraft and those aircraft designated as exclusive use by FAA regulations.
- N. Each Operator shall make its services available to the public in accordance with the operating schedule described herein for each activity being provided.
- O. Each prospective Operator shall demonstrate to the City's satisfaction evidence of its ability to acquire and maintain insurance coverage as stipulated by the City for each particular type of Commercial Aeronautical Activity and as provided below and shall provide for an endorsement of such coverage on the Operators insurance policy:
  - 1. The insurance company, or companies, writing the required policy, or policies, shall be licensed to do business in the State of Wisconsin.
  - 2. Where more than one Aeronautical Service is proposed, the minimum limits shall vary, depending upon the nature of individual services, but shall not necessarily be cumulative in all instances. For example, if three (3) activities are chosen, it would not be necessary for the Operator to carry insurance policies providing the combined total of the minimum limits for each type of operation; however, if one of the selected activities required passenger liability coverage or hangarkeeper's liability not required in either of the other two categories, the Operator would be required to provide insurance on the applicable exposures. As a further example, the minimum limit of property damage on a combination of activities would be the highest minimum limit stated in the grouping chosen. Because of these variables, the applicable minimum insurance coverage on combinations of services shall be discussed with the prospective Operator following the submission of the application.
  - 3. All insurance that the Operator is required to carry and keep in force shall include the officers, agents, and employees of the City named as an additional insured as well as a waiver of subrogation in favor of the City.
  - 4. Each Operator shall furnish evidence of compliance with this requirement to the City with proper certification that such insurance is in force and shall furnish additional certification as evidence of changes in insurance not less than ten days prior to any such changes, if the change results in a reduction of coverage, and not more than five days after such change if the change results in an increase in coverage.
  - 5. The applicable insurance coverage shall be in force during the period of any construction of the Operator's facilities and/or prior to Operator's entry upon the Airport for the conduct of business.
  - 6. Each Operator shall furnish evidence of compliance with the applicable law with

- respect to workmen's compensation and unemployment insurance.
- 7. Each Operator shall procure, maintain, and pay premiums, during the term of the Agreement, for the types of insurance as required by the City.

Airport insurance requirements are available from the Airport Manager or at www.lseairport.com

- P. Each Operator shall protect, defend, and hold the City and its employees, agents, and contractors harmless from and against all liabilities, losses, suits, claims, judgments, fines, or demands, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to Operator's use of Airport facilities, including use or occupancy of its premises or relating to its premises, including the injury or death of any person or damage to any property, any environmental matter, (including but not limited to expert, investigation, and/or remediation costs and expenses of any site remediation), any other acts or omissions of Operator's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, damage, or other liability may occur, unless such injury, death, damage, or other liability is caused by the sole negligence of the City, its agents, employees, tenants, or contractors.
- Q. As a matter of policy, the City will not allow "through-the-fence" operations.
- R. Each Operator shall pay all fees associated with their operation at the Airport and as defined in the Airport Schedule of Fees.

#### **SECTION 5 APPLICATION**

An application shall be made to the City for permission to carry on any Commercial Aeronautical Activity at the Airport. Three complete originally signed applications, as set forth herein, shall be delivered to the office of the Airport Manager. The application shall be in writing and in sufficient detail to discern the complete qualifications of the applicant to perform the proposed Commercial Aeronautical Activity and shall include, as a minimum, the following:

- A. A description of the proposed business activity including:
  - 1. The name, addresses, electronic mail address, and telephone number of the applicant.
  - 2. A detailed description of the proposed Commercial Aeronautical Activity including the proposed date of commencement of the services and proposed hours of operation.
  - 3. The amount, size, and location of the land and/or facilities to be leased.
  - 4. Descriptions and cost estimates of any proposed capital improvements for the proposed site.
  - 5. The number and type of aircraft to be based, if applicable.
  - 6. The number of persons to be employed.
  - 7. An organizational chart listing the number of positions and staff to be assigned to the Airport including the professional and technical qualifications of personnel who will manage and/or operate the proposed business.
  - 8. The types and amounts of insurance coverage to be maintained for the proposed operation.

- B. A current financial statement prepared by the Chief Financial Officer of the applicant and certified by an independent certified public accountant. The City shall consider financial statements in evaluating the applicant's financial ability to provide responsible, safe, and adequate service to the public.
- C. A written listing of the assets owned, leased, or being purchased that will be used in the business on the Airport. Copies of any relevant leases or purchase contracts shall be attached.
- D. If applicable, a statement indicating past experience in providing the specified services proposed to be offered at the Airport, including references from up to 3 individuals familiar with the applicant's ability to perform such services.
- E. Copies of all licenses and Permits required by Federal, State and/or local law for the conduct of the proposed business, including licenses and Permits required for any personnel who will manage or operate the business or who will perform any services in connection with the proposed business.
- F. A written acknowledgement that the applicant shall execute such forms, releases, or discharges as may be required by the FAA and all aviation or aeronautic commissions, administrators, or departments of all States in which the applicant has engaged in aviation business, to release information in their files relating to the applicant or its current or proposed operation.
- G. The application shall be signed and submitted by the owner of the business, if a sole proprietorship; every partner if a partnership; every member if a liability company (LLC); and the President or CEO if a corporation.
- H. The applicant shall agree to provide any additional information and material necessary or requested by the City to establish to the satisfaction of the City that the applicant can qualify and shall comply with these Minimum Standards.

#### **SECTION 6 ACTION ON APPLICATION**

After an application has been completed and material submitted in accordance with Section 5, the matter shall be considered first by the Aviation Board, and if necessary will make a recommendation to the Common Council.

The City may deny any application if, in its sole opinion, it finds any one or more of the following:

- A. The applicant does not meet the qualifications, standards, and requirements established by these Minimum Standards.
- B. The applicant's proposed operation or construction will create a safety hazard on the Airport.
- C. The granting of the application will require the City to spend funds, supply labor or materials in connection with the proposed operation, or the operation is expected to result in a financial loss to the City.

- D. Inappropriate, inadequate, or insufficient space exists in buildings at the Airport to accommodate the entire activity of the applicant at the time of application, or, no available Airport land suitable for construction of buildings and facilities exists to accommodate the entire activity of the applicant at the time of application.
- E. The development or construction on the Airport necessary to accommodate the proposed business does not comply with the FAA-approved Airport Layout Plan for the Airport.
- F. The development or use of the area requested by the applicant will result in congestion of aircraft or buildings or will result in unduly interfering with the operations of any then-existing Commercial Aeronautical Activity on the Airport.
- G. The applicant has either intentionally or unintentionally misrepresented or omitted any pertinent information in the application or in supporting documents.
- H. The applicant has a record of violating the Rules and Regulations of the Airport or of any other airport, FAA regulations, or any other federal, State, or local statutes, laws, rules, or regulations.
- I. The applicant has defaulted in the performance of any lease or any other agreement with the City or other airport(s).
- J. The applicant does not, in the opinion of the City, exhibit adequate financial responsibility to undertake the project based upon financial information provided.
- K. The applicant cannot provide acceptable surety in the amount required by the City for that contract.
- L. The proposed Commercial Aeronautical Activity or development is not in the best interest of the Airport or the public.

#### SECTION 7 REQUIREMENTS AND MINIMUM STANDARDS FOR FIXED BASE OPERATORS (FBOs)

The following shall apply to all applicants wishing to become an FBO at the Airport.

#### 7.1 Scope of Services

An FBO is (i) an Operator that has entered into a written Lease, Permit, or Agreement authorizing and enabling it to engage in the sale of aeronautical products, services, and facilities required in accordance with this Section, or (ii) the City when it provides the services of an FBO. Only FBOs shall be permitted to provide commercial Aircraft Fueling services and operate retail Aircraft Fueling facilities at the Airport. An FBO shall provide all the services required in this section. Each FBO shall conduct its business and activities on and from its leased premises in a safe and professional manner consistent with all FAA standards and applicable laws and regulations and the following Minimum Standards.

#### 7.2 Minimum Standards

Each FBO shall meet or exceed the following minimum requirements:

#### A. Airplane Design Group Serviceability

The minimum Airplane Design Group aircraft to be supported by an FBO shall be Group III.

#### B. Manager, Staffing, and Employee Qualifications

- 1. Select and appoint a full-time manager for its operation at the Airport. Such manager shall be highly qualified and experienced, and be vested with full power and authority to act in the name of the FBO with respect to the method, manner, and conduct of the services to be performed hereunder. Such manager shall be available at the Airport during regular business hours, and during the manager's absence, a duly authorized and qualified subordinate shall be in charge of the FBO and on the FBO Premises at the Airport.
- 2. Provide, at its sole expense, a sufficient number of employees to effectively and efficiently provide the services herein authorized. During the required hours of operation, employ and have on duty sufficient staff to meet the Minimum Standards for each Commercial Aeronautical Activity provided. However, multiple responsibilities may be assigned to employees where feasible. Provide to the Airport a current written statement of the names, general technical qualifications, addresses, telephone numbers, and other necessary contact information for all personnel responsible for the operation and management of the FBO. In addition, provide the City a point-of-contact with phone numbers for emergency situations.
- 3. Ensure all aircraft Fuel Handling personnel are trained in the safe and proper handling, dispensing, and storage of Aircraft Fuel. Acceptable training shall be an FAA approved safety training course in accordance with FAA Advisory Circular 150/5230-4 and the National Air Transportation Association (NATA) "Safety First" Program or equivalent training program acceptable to the City. All training records and qualifications shall be provided to the City upon request in accordance with 14 CFR Part 139.321.
- 4. Control the conduct, demeanor, and appearance of its employees and representatives. Such employees shall be trained and possess technical qualifications, and hold certificates of qualifications, as may be required for such employee to carry out assigned duties. Maintain close supervision over employees to ensure a high standard of service to customers of the FBO.

#### C. Hours of Operation

Be open for business and provide Aircraft Fueling and aircraft line services for duration sufficient to serve the demands of customers operating at the airport, including commercial airline operations. Generally this will require coverage 14 hours a day, 7 days a week, except as when necessitated by business or emergency conditions. An

FBO providing fuel service to certificated air carrier airlines serving the Airport shall be available for service to said carriers one hour prior to the first departure of the day and one hour after the last arriving flight. Exceptions to these minimum operating hours may be granted by the Airport Manager for certain holidays, or when special circumstances, conditions, or events warrant a reduction in operating hours. Provide within a reasonable period of time (not greater than 45 minutes) staffing on a call-back basis to address after-hour requests for service from customers.

#### D. Premises

FBO premises shall comprise a minimum of 1.5 acres of Airport land for the co-location of aircraft parking and servicing, a public use terminal building, automobile parking, hangar(s), aviation fuel storage area and tanks, and related structures and improvements thereon as more fully described below:

- 1. a public use terminal building of at least 3,500 square feet to include properly lighted, heated, and air conditioned space to support the following services and activities:
  - a. a convenient, comfortably furnished, public lobby waiting area with adjoining public restroom facilities;
  - a customer service counter area equipped with two-way radio equipment to facilitate airborne customer requests as well as credit card transaction equipment capable of accepting one or more national bank and major oil company credit cards for fueling, line, and related services;
  - c. a discreet flight planning work area properly equipped with appropriate wall charts, an FAA issued Airport Information Manual, a "Notice to Airmen" board, flight service station, and weather service communication links,
  - d. pilot's lounge,
  - e. offices,
  - f. a public conference room,
  - g. a discrete snack food and beverage concession area offering adequate seating and tables and equipment to dispense a selection of hot and cold beverages and pre-packaged snacks, and
  - h. complimentary wireless public internet access (Wi-Fi).
- 2. A minimum 12,000 square foot clear span hangar of adequate dimensions to accommodate storage of Airplane Design Group II aircraft
- 3. An aircraft apron comprised of at least 12,000 square feet of paved area for parking, tie-down, and maneuvering of aircraft constructed to engineering standards for the current Airplane Design group aircraft at the Airport as defined in the existing Airport Layout Plan. Aircraft apron space may be leased from the City or constructed by the Operator.
- 4. A Fuel Storage Area capable of storing a minimum of 20,000 gallons of aviation fuel in a location approved by the Airport Manager; and,
- 5. Customer and employee parking as required by local building and zoning code requirements of the City.

#### E. Required Services

Provide, at a minimum, the following services at the Airport:

#### 1. Aircraft Storage

Provide a minimum 12,000 square foot clear span hangar of adequate dimensions to accommodate storage of Airplane Design Group II aircraft consistent with Section 5.A.

#### 2. Line Service

Provide necessary equipment, supplies, and trained personnel for apron assistance as set forth below. Equipment shall be sufficient to facilitate the handling of aircraft up to and including Airplane Design Group III aircraft and cannot be contracted unless otherwise noted. During normal business hours, provide line services as follows:

- a. Aircraft marshaling, ramp parking, and tie-down assistance, including ramp personnel and vehicles as appropriate;
- b. Baggage handling and passenger/crew escorts to and from aircraft;
- c. Ground handling services (see Section 8.2);
- d. Tie-down ropes,
- e. Aircraft towing services capable of moving up to the type of aircraft set forth above, or the contracted arrangements therefor;
- f. Aircraft deicing services capable of servicing the type of aircraft set forth above;
- g. Nitrogen service for aircraft tires;
- h. Catering services, or the contracted arrangements therefore;
- i. Mobile ground power assistance capable of servicing the type of aircraft set forth above;
- i. Aircraft lavatory and cabin cleaning services:
- k. Aviation grade in-flight oxygen refills;
- I. Passenger and crew customer service assistance and support to include rental car and ground transportation service referrals.
- m. Maintenance services for airline operators on call at all times.

#### 3. Landing Fees

Collect on behalf of the City aircraft landing fees and charges from aircraft owners and operators as the same may be regularly established from time to time by the City for aircraft landing at the Airport.

#### 4. Percentage Rental

Pay to City a minimum of 2.0 percent of gross receipts from its Airport operations.

#### 5. Fuel and Lubricants

Provide the sale and into-plane delivery of common and recognized brands of Aircraft Fuel, lubricants and other aviation petroleum products. Provide, store, and

dispense Jet A and 100LL aviation gasoline in sufficient quantities to meet the needs of the general aviation and air carrier operations at the Airport. Provide, store, and dispense motor fuels necessary to operate Ground Service Equipment required for commercial airline operations. Provide and supply aviation fuel spill kits on the premises for use in the event of a release or discharge of fuel onto paved services of the Airport. Pay a fuel flowage fee as the same may be regularly established from time to time by the City for all aircraft fuels sold at the Airport.

#### 6. Aircraft Fuel Storage Area and Tanks

At its own expense, lease or build, and install, maintain, and manage, a Fuel Storage Area encompassing an area suitable to store a total of 20,000 gallons of fuel (2 tanks) in a location as approved by the Airport Manager, with safety features, and filtration systems to ensure Aircraft Fuel quality. Ensure that all Aircraft Fuel is delivered clean, bright, pure, and free of microscopic organisms, water, or other contaminants. Ensuring the quality of the Aircraft Fuel is the sole responsibility of the FBO. The Fuel Storage Area shall have proper signage to identify hazards and no smoking.

The Fuel Storage Area shall include one 100LL Avgas Fuel Storage Area tank with a minimum of 10,000 gallon capacity and one Jet-A Fuel Storage Area tanks with a minimum of 10,000 gallon capacity. A 5,000 gallon or greater capacity 100LL tank may be substituted for the 10,000 gallon tank if a 3,000 gallon or greater self-service 100LL system is installed. Filter-equipped Aircraft Fuel dispensers with separate dispensing pumps and meter systems for each grade of Aircraft Fuel shall be provided. Fuel Storage Area design, construction, and operations shall conform to the Rules and Regulations as well as all applicable Federal, State, and local laws and regulations including but not limited to the National Fire Protection Association, Air Transport Association (ATA) Specification 103 - Jet Fuel Quality at Airports, Environmental Protection Agency, and state regulations pertaining to Aircraft Fuel spill prevention and containment measures. The FBO shall develop and maintain an Aircraft Fuel Spill Prevention, Countermeasures, and Control Plan, a copy of which shall be provided to the City no later than 30 days prior to commencing operations and anytime the document is updated or modified. The City shall have the authority and right to inspect the Fuel Storage Area in accordance with 14 CFR Part 139.327. Aircraft Fuel inventories shall be monitored in accordance with all applicable Federal, State, and Local laws and regulations. The location and design of Aircraft Fuel Storage Areas and Tanks shall:

- a. Not penetrate any 14 CFR Part 77 surfaces;
- b. Not penetrate any object free areas, runway protection zones, or runway safety areas:
- c. Not interfere with Airport operations;
- d. Be located behind the Airport building restriction line;
- e. Meet all applicable National Fire Protection Association Codes;
- f. Have a containment area for all delivery trucks for the facility that shall meet current applicable codes and regulations. .

The FBO is to submit preliminary engineering drawings, to include the location and layout of the Aircraft Fuel Storage area and tanks, to the Airport Manager for approval. Following the written approval of the preliminary engineering drawings and location and layout of the Aircraft Fuel Storage area and tanks by the City, the FBO shall submit stamped engineering drawings along with the following Permits and plans prior to receiving approval for construction:

- a. Any required City of La Crosse Permits;
- b. National Pollutant Discharge Elimination System Permits; and
- c. A Spill Prevention, Countermeasures, and Control Plan.

Upon completion of construction of the Aircraft Fuel Storage area and tanks, the FBO shall have the facility inspected by the City prior to bringing the facility online, and submit to the City as-built drawings. The City's inspection shall be solely for the City's benefit, and shall not be deemed to be a representation or warranty that the facility is in compliance with and Federal, State, or local laws and regulations.

#### 7. Aircraft Fueling Vehicles

Provide, as a minimum, 2 Aircraft Fueling Vehicles for jet fuel, each with a capacity of at least 2,000 gallons; and 1 Aircraft Fueling Vehicle of at least 750 gallons capacity of 100LL aviation gasoline. All aircraft fueling vehicles dispensing jet fuel shall have over the wing and single point servicing capability, shall be in good working condition, and fully compliant with NFPA Section 407 and ATA Specification 103. The City shall have the authority and right to inspect, decommission, or temporarily suspend Aircraft Fueling Vehicles in accordance with 14 CFR Part 139.327.

#### 8. Assistance to Disabled Aircraft

As authorized by the Airport Manager, provide on its own or by contract with a qualified 3<sup>rd</sup> party, as approved by the Airport Manager, sufficient equipment and trained personnel to remove disabled aircraft from the Aircraft Movement Area in a safe and timely manner. Have available suitable tractors, tow bars, jacks, dollies, and other equipment as needed to remove Airplane Design Groups I-II and contract services for aircraft designated Group III or greater. The aircraft owner shall be responsible for compensating the FBO for any and all associated costs to address and remove the disabled aircraft.

#### F. Other Aviation Services

An FBO shall make available either directly, or by contract with a third-party SASO, upon prior written approval from Airport Manager, at least two of the following Commercial Aeronautical Activities: (1) Aircraft Airframe and Engine Maintenance and Repair; (2) Aircraft Charter and Commercial Operator services; (3) Aircraft Rental, and Flight Instruction. The service requirements for these services are set forth below in Section 8. An FBO providing additional services, either directly or through a City approved sublessee or contractor arrangement, shall comply with the Minimum Standards for the listed Specialized Aviation Service Operator.

#### SECTION 8 MINIMUM STANDARDS FOR SPECIALIZED OPERATORS (SASOs)

Specialized Aviation Service Operators (SASOs) shall consist of one or more of the following services and activities and shall comply with the Minimum Standards described in this Section.

#### 8.1 Aircraft Airframe and Engine Maintenance and Repair

#### A. Scope of Service

An aircraft and airframe engine maintenance and repair Operator is a person or persons, firm, or corporation providing one or a combination of airframe and power plant overhaul and repair services. This category of Aeronautical Service also includes the sale of aircraft parts and accessories.

#### **B.** Minimum Standards

- 1. Operator's premises shall include:
  - a. A minimum of 3,600 square feet of space meeting local code requirements to accommodate a hangar, shop, equipment, and parts storage space
  - b. Adequate space for offices, public restrooms, and a customer lounge
  - c. Sufficient automobile parking space in accordance with local building and zoning code requirements of the City
  - d. A paved aircraft parking ramp with taxiway access, sufficient for the temporary parking of two Airplane Design Group II aircraft.
- 2. Provide sufficient equipment and supplies and have access to the parts necessary to perform the repairs and to recertify each aircraft being repaired.
- 3. Comply with all FAA regulations as they apply to the type of work being performed, parts utilized, and certifications required as an approved repair station.
- 4. Have the premises open and services available 8 hours daily, 5 days a week. Provide within a reasonable period of time (not greater than 45 minutes) staffing on a call-back basis to address after-hour requests for service from customers.
- 5. Pay to City 2.0 percent of gross receipts from its Airport operations.
- 6. Employ and have on duty during the appropriate business hours, not less than 1 person who possesses the appropriate FAA certificate(s) for the work being performed as set forth in this category of services.

#### 8.2 Ground Handling Services

#### A. Scope of Service

A ground handling services Operator is a person or persons, firm, or corporation providing ground services incidental to the flights of non-scheduled air carriers and commercial charter operators of large aircraft. (For clarification, ground handling services Operators are not authorized to provide this class of services to air taxi or

commercial operators certificated under Parts 121 and 135 of the Federal Aviation Regulations, unless under a direct agreement with an entity so authorized.)

#### B. Minimum Standards

- 1. Operator's premises shall include:
  - a. Sufficient space on Airport premises that meets local code requirements to accommodate an office, shop, parts, and parking of ground handling equipment
  - b. Access to restrooms for its employees
  - c. Sufficient automobile parking space in accordance with local building and zoning code requirements of the City.
- Employ in sufficient number a staff of qualified and fully trained personnel to perform their respective functions, including a full-time qualified and responsible on-site representative, responsible for the conduct of operations and the handling of each flight.
- 3. Provide at all times at the Airport its own complement of ramp equipment. The complement of such equipment shall be approved by the Airport Manager in advance. Replacements and changes to the complement of equipment shall be approved by the Airport Manager and all equipment shall be kept in first-class condition at all times.
- 4. Operator shall properly furnish ground handling services which reasonably may be expected to be required from time to time by its customers. Operator may not provide into-plane delivery of fuel.

#### 8.3 Aircraft Charter and Commercial Operator

#### A. Scope of Service

An Air Charter Operator is a non-transient based Operator who engages in the business of providing air transportation (persons or property) to the general public for hire, on a prearranged basis as defined under 14 CFR Parts 119 and 135.

- 1. Operator's premises shall include:
  - a. A minimum of 3,600 square feet of space meeting local code requirements to accommodate a hangar for storage of aircraft
  - b. Adequate space for offices, public restrooms, and a customer lounge and meeting local code requirements
  - c. Sufficient automobile parking space in accordance with all applicable zoning ordinances and building codes for the City
  - d. A paved aircraft parking ramp, with taxiway access, sufficient for the temporary parking of two Airplane Design Group II aircraft.

- 2. Have and maintain during the term of the tenancy at the Airport, proper licenses and shall operate in conformance with all appropriate FAA regulations.
- 3. Hold a proper Commercial Operator certificate and own or have available to it under written lease no fewer than 1 single-engine (4-place) aircraft equipped for and capable of use under instrument condition that meet the requirements 14 CFR Parts 119 and 135.
- 4. Have the premises open and services available to the public 8 hours daily, 6 days per week, but shall provide "on-call" services 24 hours daily, 7 days a week.
- 5. Employ and have on duty during the required operating hours, trained personnel in such numbers as are required to meet the Minimum Standards set forth in this category but never less than 1 FAA-certificated commercial pilot and otherwise appropriately rated to permit the flight activity offered by the Operator.
- 6. Pay to City 2.0 percent of gross receipts from its Airport operations.
- 7. Have available sufficient qualified operating crews or satisfactory number of personnel for checking in passengers, handling of luggage, ticketing, and/or furnishing or arranging for suitable ground transportation.
- 8. Provide reasonable assurance of a continued availability of qualified operating crews and approved aircraft within a reasonable or specified maximum notice period.
- 9. Procure, maintain, and pay premiums, during the term of the Agreement, for the types of insurance required by the City.

#### 8.4 Aircraft Storage

#### A. Scope of Service

An Aircraft Storage operation is a business operated by a person, firm or corporation engaged in the construction and rental of conventional and/or T-type hangars and tiedown areas to the general flying public. This service is an FBO requirement.

- 1. Construct buildings in accordance with design, zoning, and construction standards required and established by the City for the facility or activity involved.
- 2. Conventional multi-aircraft hangars shall be a minimum of 12,000 square feet for FBOs and 3,600 square feet for SASOs; T-type hangars shall have a minimum of 8 units per building.
- 3. Provide a sufficient number and type of fire extinguishers as required by federal, State, and local laws and regulations and towing equipment capable of maneuvering aircraft to and from the hangar.

4. Provide sufficient customer and employee parking as required by local code and zoning requirements of the City.

The lease of City-owned Airport property to an entity, or entities for the purpose of constructing and/or occupying a hangar for the non-commercial storage of aircraft is not considered a commercial aeronautical activity and is not subject to these minimum standards. Said premises are not to be used for any business or purpose other than that authorized by the City.

#### 8.5 Flight Training

#### A. Scope of Service

A Flight Training Operator is a person or persons, firm, or corporation engaged in instructing pilots in dual and solo operation of aircraft and providing such related ground school instruction as is necessary for taking a written examination and flight check ride for the category or categories of pilots' licenses and ratings involved.

#### **B. Minimum Standards**

- 1. Operator's premises shall include adequate office space, classroom, and a flight planning area with equipment, phones, public restrooms, 2 aircraft tie-down spaces for Airplane Design Group I aircraft, and sufficient customer and employee parking as required by local zoning and building code requirements of the City.
- 2. Have available for use in flight training, either owned or underwritten lease at least 2 aircraft properly certificated to handle the proposed scope of operation. At least 1 of which shall be a 4-place aircraft, and at least 1 of which shall be equipped and capable of use in instrument flight instruction.
- 3. Have the premises open and services available to the public 8 hours daily, 5 days each week, weather permitting.
- 4. Employ on a full-time basis at least 1 flight instructor who has been properly certificated by the FAA to provide the type of offering offered. In addition to the full-time instructor, Operator shall have available for call on a part-time basis at least 1 flight instructor who has been properly certified by the FAA to provide the type of training being provided.
- 5. Pay to City 2.0 percent of gross receipts from its Airport operations.

#### 8.6 Independent Flight Instructor

#### A. Scope of Services

An independent flight instructor operator is a person or persons, firm, or corporation engaged in providing aircraft flight instruction at times of his or her choosing without meeting the requirements of sub-paragraph 8.5 of this section. This Permit allows instruction only to those receiving instruction in their owned aircraft or for specialized flight instruction not provided by an FBO or Flight Instruction SASO.

#### **B. Minimum Standards**

- Operator obtains a City of La Crosse Business License in accordance with the City of La Crosse Code.
- 2. Operator demonstrates to Airport Manager that he/she has secured adequate non-public office space to conduct the proposed activity.
- 3. Operator obtains from the Airport Manager an Independent Flight Instructor's Airport Business Permit which requires:
  - a. Proof of proper and current licenses certified by the Federal Aviation Administration, with appropriate ratings to cover the type of training offered.
  - b. Proof of a City of La Crosse Business License if required.
  - c. Proof of Insurance as required by the City.
  - d. Written assurance that all Federal, State, and local laws and regulations shall be complied with at all times.
  - e. Written assurance that not more than forty (40) hours of flight instruction shall be provided in any one (1) month.
  - f. Operator has a leased t-hangar or other leased hangar facility at the Airport.
  - g. Payment to City of 2.0 percent of gross receipts from its Airport operations.

#### 8.7 Aircraft Rental

#### A. Scope of Services

An Aircraft Rental Operator is a person or persons, firm, or corporation engaged in the rental of aircraft.

- 1. Operator's premises shall include adequate office space, flight planning area with equipment, phones, public restrooms, 2 aircraft tie-down spaces for Airplane Design Group I aircraft, and sufficient customer and employee parking as required by local building and zoning code requirements of the City.
- 2. Have available for rental, either owned or underwritten lease to Operator, 2 certified and currently airworthy aircraft, 1 of which shall be equipped for, and capable of, flight under instrument flight rules.
- 3. Have the premises open and services available a minimum of 8 hours daily, 6 days a week.
- 4. Employ and have on duty during the required operating hours, trained personnel in such number as are required to meet the Minimum Standards in an efficient manner to dispatch the rented aircraft.
- 5. Pay to City 2.0 percent of gross receipts from its Airport operations.

#### 8.8 Aircraft Sales (New and/or Used)

#### A. Scope of Service

An Aircraft Sales Operator is a person engaged in the sale of new and/or used aircraft through franchises, or licensed dealerships or distributorships (either on a retail or wholesale basis) of an aircraft manufacturer and provides such repair, services and parts as necessary to meet any guarantee or warranty on new and/or used aircraft sold by said Operator.

#### **B.** Minimum Standards

- Operator's premises shall include adequate office space, lounge, public restrooms, 2 aircraft tie-down spaces for Airplane Design Group I aircraft, and sufficient customer and employee parking as required by local building and zoning code requirements of the City. If Operator utilizes a hangar that can store Operator's entire fleet, no paved tie-downs are required.
- Provide necessary and satisfactory arrangements for the repair and servicing of aircraft, for the duration of any sales guarantee or warranty period. Servicing facilities may be provided through written agreement with another Operator at the Airport.
- 3. Provide an adequate inventory of spare parts for the type of new aircraft for which sales privileges are granted.
- 4. Have available at least one fully-assembled and certificated-airworthy demonstrator aircraft for each category or class of aircraft sold.
- 5. Have the premises open and services available 8 hours daily, 5 days a week.
- 6. Employ and have on duty during the required operating hours, trained personnel in such numbers as are required to meet these requirements in an efficient manner, but never less than 1 person having a current pilot certificate with appropriate ratings for the operation being conducted.
- 7. Pay to City 2.0 percent of gross receipts from its Airport operations.
- 8. Procure, maintain, and pay premiums, during the term of the Agreement, for the types of insurance required by the City.

## 8.9 Specialized Aircraft Repair Services (Radios, Propellers, Instruments, and Accessories, etc)

#### A. Scope of Service

A Specialized Aircraft Repair Services Operator is a FAA-certified person or persons, firm, or corporation engaged in the business of repairing aircraft radios, propellers, instruments, and/or accessories for general aviation aircraft. This category includes the sale of new and/or used aircraft radios, propellers, instruments, and accessories.

#### **B. Minimum Standards**

- 1. Operator's premises shall include:
  - a. A minimum of 3,600 square feet of space meeting local code requirements for repair and shop activities, aircraft, equipment, and parts storage
  - b. Adequate space for offices, public restrooms, and a customer lounge
  - c. Sufficient automobile parking space in accordance with local building and zoning code requirements of the City
  - d. A paved aircraft parking ramp with taxiway access, sufficient for the temporary parking of two Airplane Design Group II aircraft.
- 2. Obtain and maintain, as a minimum, the repair station certificates required by FAA that are applicable to the operation or operations contemplated. The Operator may furnish one or, if desired, any combination of the services listed above.
- 3. Have the premises open and services available to the public 8 hours daily, 5 days each week.
- 4. Employ and have on duty during the required operating hours, trained personnel in such numbers as are required to meet the Minimum Standards set forth in this category but never less than 1 person who meets the requirements of the appropriate FAA repairman certification and 1 other person who need not be rated by the FAA.
- 5. Pay to City 2.0 percent of gross receipts from its Airport operations.

#### 8.10 Air Ambulance

#### A. Scope of Service

An Air Ambulance Operator is a FAA-certified person or persons, firm, or corporation engaged in the business of providing a fixed and/or rotary wing aircraft as well as trained pilots and medical professionals capable of offering medical care and air transportation to sick or injured persons.

- 1. Operator's premises shall include:
  - a. A minimum of 3,600 square feet of space meeting local code requirements for storage of aircraft
  - b. Adequate space for offices, living quarters, equipment storage, and a waiting area
  - c. Sufficient automobile parking space in accordance with local building and zoning code requirements of the City
  - d. Sufficient paved parking area to accommodate an ambulance type ground vehicle
  - e. A paved aircraft parking ramp, with taxiway access, sufficient for the parking and

maneuvering of the aircraft to be utilized by Operator.

- 2. Provide a physician, registered nurse or emergency medical technician on an "onduty" basis, as may be required for individual cases.
- 3. Provide one pilot with appropriate FAA certificates on duty full time during normal business hours which shall be eight (8) hours per day, six (6) days a week. Back-up pilots shall be on call during other hours.
- 4. Maintain current licenses and Permits required by federal, state or local governments for the provision of the proposed medical services. Copies of all required certificates, Permits, licenses, and FAA inspections shall be submitted to the Airport Manager.
- 5. Provide at least one Aircraft, specifically designed and equipped to transport medical patients for emergency flights, as well as normal treatment transportation. Such Aircraft shall be owned by or available pursuant to a written agreement, backup Aircraft for use when Commercial Operator's Aircraft is not in use or out of service for any reason.

#### 8.11 Air Cargo Operators

#### A. Scope of Service

An air cargo operator, is a person or persons, firm, or corporation not based at the Airport but engaged in the business of providing air cargo transportation for hire, on a prearranged basis as defined under 14 CFR Parts 119 and 135.

- Operator shall make suitable arrangements for use of aircraft parking apron space and other such premises, and access to such aircraft parking apron space and other premises, as is necessary for the safe and secure transfer of cargo to and from their aircraft. Such arrangements may be made with a Fixed Base Operator or through an agreement with the Airport.
- 2. Have and maintain at any time while conducting operations at the Airport, proper licenses and shall operate in conformance with all appropriate FAA regulations.
- 3. Hold a proper Commercial Operator certificate and own or have available to it under written lease no fewer than 1 single-engine (4-place) aircraft equipped for and capable of use under instrument condition that meet the requirements 14 CFR Parts 119 and 135.
- 4. Have available sufficient qualified operating crews or satisfactory number of personnel and equipment for the safe and secure transfer of cargo.
- 5. Pay the required landing fees (signatory or non-signatory) as required.
- 6. Procure, maintain, and pay premiums, at any time while conducting operations at the

Airport, for the types of insurance required by the City.

#### 8.12 Specialized Commercial Flying Services

#### A. Scope of Service

A Specialized Commercial Flying Services Operator is a person or persons, firm or corporation engaged in air transportation for hire for the purpose of providing the use of aircraft for any of the activities listed below:

- 1. Non-stop sightseeing flights that begin and end at the same airport within a 25-mile radius of the Airport.
- 2. Aerial application including crop-dusting, seeding, spraying, bird chasing, fish spotting, etc.
- 3. Banner towing and aerial advertising
- 4. Aerial photography or survey
- 5. Fire Fighting
- 6. Power Line or pipeline patrol
- 7. Any other operations specifically excluded from 14 CFR Part 135.

- 1. Operator's premises shall include adequate space and/or land area to meet the requirements of the operation at the Airport subject to the approval of the City.
- Provide and have based on the leasehold, either owned or underwritten lease to the Operator, at least one aircraft which shall be airworthy, meeting all the requirements of the FAA and applicable regulations of the State with respect to the type of operations to be performed.
- Comply with all applicable Federal, State, and local laws and regulations. Maintain adequate written records to show compliance with said regulations and make the records available to the City or their representatives for inspection in a reasonable and timely manner.
- 4. Employ trained personnel in such numbers as may be required to meet these Minimum Standards in an efficient manner. All flight crews shall meet all applicable FAA regulations pertaining to the type of flights conducted.
- 5. Pay to City 2.0 percent of gross receipts from its Airport operations
- 6. Crop-dusting or other aerial chemical application services shall be permitted to operate at the Airport, if the Operator obtains from the Airport Manager an Aerial Applicator Business Permit which requires:
  - a. Proof of proper and current licenses certified by the Federal Aviation Administration, with appropriate ratings to cover the type of aircraft to be operated.
  - b. Proof of a City of La Crosse Business License if required.
  - c. Written assurance that adequate public liability and property damage insurance

- is provided in such amounts as required by the State of Wisconsin to protect the operation and City from legal liabilities resulting from this activity.
- d. Written assurance that all federal, state, and local statutes, rules and regulations shall be complied with at all times.
- e. Written assurance that the applicant has read and agrees to abide by the Airport's "Spill Prevention Control or Countermeasures Plan".
- f. Written assurance that aerial agricultural operations shall be limited to less than 5 days per month.

Crop-dusting or other aerial chemical application Operators shall make suitable arrangements and have such space available within their leased premises for the safe loading, unloading, and storage and containment of chemical materials in accordance with all federal, state, and local statutes, rules, and regulations.

#### **SECTION 9 WAIVERS OF MINIMUM STANDARDS**

The Airport Manager may, in his sole discretion, waive all or any portion of these Minimum Standards set forth herein for the benefit of any government or governmental agency performing non-profit public services to the aircraft industry or performing fire prevention or fire-fighting operations. The Airport Manager also may waive any of these Minimum Standards for non-governmental applicants when it deems such waiver to be in the best interest of the Airport and the public, and shall not result in unjust discrimination against similarly situated aeronautical users and/or service providers at the Airport.

Consistency with FAA Airport Improvement Program (AIP) grant assurances and the FAA Airport Revenue Use Policy is to be considered by the City when reviewing a possible waiver of all or any portion of these Minimum Standards.

#### **SECTION 10 WRITTEN AGREEMENT**

Prior to the commencement of construction or operation, the Operator shall enter into a written Lease, Agreement, or Permit with the City, as the case may be, which shall set forth the terms and conditions under which the Operator shall conduct its business at the Airport. The Lease, Agreement, or Permit shall include all provisions required by law and obligations placed upon the City by all federal and State agencies and any other contracting provisions deemed necessary by the City.

#### SECTION 11 FAA REQUIRED LEASE PROVISIONS

Each lease shall contain the following provisions regarding subordination, emergency leasing to the United States, and non-discrimination. The language for these provisions is as follows:

A. Lease Subordinate to Agreement between City and the United States: This lease is subject and subordinate to the terms, reservations, restrictions, and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal funds for the extension, expansion, or development of the La Crosse Regional Airport. Should the effect of such agreement with the United States government be to take any of the property under lease or substantially destroy the commercial value of such improvements, City shall terminate this Lease.

- B. Emergency Lease to United States: During the times of war or National Emergency, City shall have the right to lease the landing area of the Airport, or any part of La Crosse Regional Airport, thereof, to the United States Government for military or national use, and if any lease is executed, the provisions of this instrument insofar as they are inconsistent with the provision of the lease to the Government, shall be suspended. All facilities of the Airport developed with federal financial assistance and all facilities usable for landing and takeoff of aircraft will be available to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, a charge may be made for a reasonable share, proportional to such use, of the cost for operating and maintaining the facilities used.
- C. <u>Non-Discrimination</u>: The Operator shall furnish all services authorized or licensed on a fair, equal, and not unjustly discriminatory basis to all users and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that it may make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers, if permitted by law.

The Operator for itself, its personal representatives, successors in interest, and assignees hereby agrees 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. 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 subjected to discrimination.
- 3. That the premises are to be used in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended.
- 4. That in the event of breach of any of the above non-discrimination covenants, the City shall have the right to terminate the lease and re-enter and repossess said land and the facilities thereon and hold the same as if said lease had never been made or issued.

## SECTION 12 OPERATORS DOING BUSINESS ON THE EFFECTIVE DATE OF THESE MINIMUM STANDARDS

Existing Leases, Agreements, or Permits with existing Operators supersede these Minimum Standards, unless otherwise the minimum standards are included within the terms and conditions of said agreements. Existing Operators are encouraged to comply with these Minimum Standards set forth herein that are not specifically addressed in the Operator's current (valid) Lease, Agreement, or Permit. All existing Operators shall become subject to the then current Minimum Standards immediately following the expiration, early termination, and/or

modification to an existing Lease, Agreement, or Permit through amendment, addendum, extension, renewal, or other means, or through the provision of new services covered by the Minimum Standards. The exercise by an Operator of a term extension option that was negotiated and made part of its Lease, Agreement, or Permit prior to the adoptions of these Minimum Standards should not, by itself, trigger the requirement of these Minimum Standards.



## LA CROSSE REGIONAL AIRPORT LA CROSSE, WISCONSIN

**RULES AND REGULATIONS** 

ADOPTED\_\_\_\_\_

#### CITY OF LA CROSSE, WISCONSIN

#### RULES AND REGULATIONS AT LA CROSSE REGIONAL AIRPORT

#### **Table of Contents**

Amendment Log	1
Section 1 Introduction	2
Section 2 Definitions	4
Section 3 General Rules and Regulations	7
Section 4 Aircraft Operations	12
Section 5 Vehicle Operations	19
Section 6 Fueling	22
Section 7 Fire Safety and Environmental Hazards	26
Section 8 Airport Security	30
Section 9 Penalties	33

#### CITY OF LA CROSSE, WISCONSIN RULES AND REGULATIONS LA CROSSE REGIONAL AIRPORT

#### **AMENDMENT LOG**

Date of Amendment	Section and Page	Description	Approval Date

#### **SECTION 1 INTRODUCTION**

#### 1.1 Purpose and Scope

The purpose of these Rules and Regulations, initially adopted by the City of La Crosse, Wisconsin Common Council (hereafter, the "City"), is to protect the public health, safety, interest, and general welfare of the La Crosse Regional Airport (hereafter, the "Airport"). These Rules and Regulations are intended to restrict or prevent any activity or action that would interfere with the safe, orderly, and efficient use of the Airport by its operators, tenants, passengers, and users.

These Rules and Regulations are subordinate to applicable Federal, State, and local rules and regulations and shall in no way supersede or abrogate regulations set forth in the Federal Aviation Administration's 14 Code of Federal Regulations (CFR) Part 139, *Certification of Airports*, or the Transportation Security Administration's 49 (CFR) Parts 1540 and 1542, *Airport Security*.

The following documents contain policies and procedures issued by the City or its designated representative and are in addition to these Rules and Regulations. These documents are incorporated into these Rules and Regulations by reference. Documents are available for public download at <a href="https://www.lseairport.com">www.lseairport.com</a>.

- Airport Certification Manual\*
- Airport Security Program\*
- Airport Layout Plan
- Minimum Standards for Commercial Aeronautical Service Providers
- Airport Use Permits
  - Aerial Applicator Permit
  - Airport Fuel System Use Permit
  - Airport Equipment Use Permit
  - General Use Permit
  - Flying Club Permit
  - Independent Flight Instructor Permit
  - o Off-Airport Rental Car Operator Permit
  - Self-Fueling Permit
  - Special Activity Permit
- Schedule of Fees
- Scheduled Airline Operating Agreement \*
- Pedestrian & Vehicle Operator's Training Manual
- Terminal Signage and Appearance Standards Guide
- Off-Airport Rental Car Operators Board Resolution
- Insurance Requirements

Applications to conduct activities on the Airport and associated Permits as referenced herein may be obtained from the Airport Manager.

<sup>\*</sup> Denotes documents which are not available on the Airport website

Distribution, disclosure and availability of sensitive security information contained in the Airport Security Program and other documents may be appropriately restricted to those personnel with an operational need to know.

These Rules and Regulations may be supplemented, amended, or modified from time to time and in such manner by the Aviation Board and to such extent as the City determines to be appropriate. The City may also issue special rules, regulations, notices, memorandum, or directives when necessary.

#### 1.2 Applicability

These Rules and Regulations apply to all users and tenants of the Airport. Any entry upon or use of the Airport with or without expressed permission is conditioned upon compliance with these Rules and Regulations. Entry upon the Airport by any person shall be deemed to constitute an agreement by such person to comply with these Rules and Regulations.

#### 1.3 Authority

These Rules and Regulations are adopted under the authority of the City. The City specifically grants the Airport Manager the authority to operate, manage, maintain, and secure the Airport and to take such actions as may be necessary to enforce these Rules and Regulations as specified by the City Municipal Code of Ordinances.

#### 1.4 Variance or Waiver

The Airport Manager may grant relief from the literal requirements of these Rules and Regulations when strict enforcement would result in practical difficulty or unnecessary hardship. Any such relief may be subject to reasonable conditions necessary to maintain safety of flight operations, fulfill the intent of the Rules and Regulations, and to protect the public interest.

#### 1.5 Severability

Should any paragraph or provision of these Rules and Regulations be declared by any court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of any other Rule or Regulation hereunder.

#### 1.6 Enforcement

The City and Airport Manager reserve the right to take any actions they deem necessary or appropriate in the event of any violation of these Rules and Regulations, including, but not limited to, prohibiting or restricting the use of Airport and its facilities by the person committing such violation. For any contingencies not specifically covered by these Rules and Regulations, the Airport Manager is authorized to make such rules and render such decisions as may seem proper. Penalties are summarized on the Airport Schedule of Fees document.

#### **SECTION 2 DEFINITIONS**

For purposes of these Rules and Regulations, the following definitions shall apply:

<u>Aeronautical Activities/Services:</u> means any activity or service conducted at the Airport that involves, makes possible or is required for the operation of aircraft, or that contributes to or is required for the safety of such operations. The following services/activities commonly conducted on airports as Aeronautical Activities within this definition: charter operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising, air ambulance services, surveying, air-carrier operations, aircraft sales and services, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, and any other activities that, because of their direct relationship to the operation of an aircraft, can appropriately be regarded as an "Aeronautical Activity."

<u>Air Operations Area (AOA):</u> means all Airport areas where aircraft can operate, either under their own power or while being towed. The AOA includes runways, taxiways, and apron areas.

<u>Aircraft:</u> means a device which is used or intended to be used for flight in air. Examples of aircraft include, but not limited to: airplane, sailplane, glider, rotorcraft (helicopter, gyrocopter, or auto gyro), unmanned aerial vehicles, balloon, and blimp.

<u>Aircraft Operator:</u> means any person or entity who uses, causes to be used, or authorizes to be used an aircraft with or without the right of legal control as owner, lessee or otherwise for the purpose of air navigation including piloting aircraft or the operation of aircraft on any part of the surface of the Airport.

<u>Airport:</u> means La Crosse Regional Airport and all of the area, buildings, facilities, and improvements within the exterior boundaries of such airport as it now exists, or as it may hereafter be extended or enlarged.

<u>Airport Manager:</u> means the individual employed and authorized by the City to be the chief administrative officer of the Airport, or the person authorized by the Airport Manager to act for or on behalf of the Airport Manager with respect to any particular matter.

<u>Airport Operations:</u> means the Airport Manager's primary point of contact for operations of both airside, landside and in the terminal building.

<u>Aviation Board</u>: means the Board established by the Code of Ordinances of the City of La Crosse which is responsible for the operation of all Airport facilities for the City.

<u>City:</u> means the City of La Crosse, Wisconsin, owner and operator of the Airport acting by or through the Common Council or any duly authorized employee, agent or instrumentality of the City of La Crosse, Wisconsin.

<u>City Code:</u> means the Code of the City of La Crosse, as adopted by the Common Council.

<u>Code of Federal Regulations (CFR):</u> means the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the Federal government of the United States.

<u>Commercial Aeronautical Activity:</u> means an Aeronautical Activity for commercial purposes as defined in the Airport Minimum Standards.

Common Council: means the legislative body that governs the City of La Crosse, Wisconsin.

FAA: means Federal Aviation Administration.

Federal Contract Tower (FCT): means the air traffic control system and/or tower at the Airport.

<u>Fixed Base Operator (FBO):</u> means any individual, firm or corporation duly licensed and authorized by written Agreement with the City to operate, under strict compliance with such Agreement, and in strict accordance with the *Airport's Minimum Standards for Commercial Aeronautical Service Providers*, as may be amended from time to time.

<u>Fuel Flowage Fee:</u> means a fee paid to the City for each gallon of fuel distributed on the Airport.

<u>General Aviation:</u> means all phases of aviation other than military aviation and scheduled or non-scheduled air carrier operations.

<u>Hazardous Material:</u> means any substance or material which has been determined to be capable of posing risk or injury to health, safety or property, including petroleum products, and including all of those materials and substances designated as hazardous or toxic, presently or in the future, by Federal, State, local government agencies.

<u>Law Enforcement Officer (LEO):</u> means any law enforcement officer assigned duty at the Airport, or any other state, Federal, City or local law enforcement officer temporarily assigned duty at the Airport.

<u>Lease:</u> means a contract between the City and any Person wherein the City grants the use or occupancy of Airport property and certain leasehold interests for a specified period of time in exchange for a specified rent.

<u>Lessee:</u> means any Person obtaining a Lease from the City to occupy space and hold certain leasehold interests at the Airport.

<u>Minimum Standards:</u> means the *Airport Minimum Standards for Commercial Aeronautical Service Providers at the La Crosse Regional Airport* as adopted by the City, and amended from time to time.

NEPA: means National Environmental Protection Agency.

NFPA: means National Fire Protection Association.

NTSB: means National Transportation Safety Board.

Off-Airport Rental Car Operator: means those rental car operators who do not have an agreement, lease or permit with the Airport for on-site rental car counters and/or ready return parking spaces

<u>Person:</u> means and includes any individual, corporation, partnership, association, company, business, trust, joint venture or other legal entity.

<u>Rules and Regulations:</u> means the policies, procedures, and regulations established and amended from time to time by the City, to govern the safe, orderly, and efficient use of the Airport.

<u>Shall:</u> the word shall is always mandatory and not merely directory.

<u>Security Identification Display Area (SIDA):</u> means the portion of an airport, specified in the Airport Security Program, in which security measures specified in this program are carried out. This includes areas of the Part 121 Air Carrier operations and Air Cargo operations which requires identification media and strict measures to maintain security. The SIDA is a defined portion of the Secured Area.

<u>Secured Area:</u> Secured Area means any portion of an airport, specified in the airport security program, in which certain security measures specified in part 1542 are carried out. This area is generally where aircraft operators and foreign air carriers that have an approved security program, pursuant to Parts 1544 or 1546 of the Code of Federal Regulations, enplane and deplane passengers and sort and load baggage and any adjacent areas that are not separated by adequate security measures.

State: means the State of Wisconsin.

<u>Sterile Area:</u> means that area of the Airport which provides access for boarding Part 121 Air Carrier aircraft and to which the access is controlled such as an access control system or the screening of persons and property.

<u>Sublease:</u> means a written agreement, approved by the City, stating the terms and conditions under which a third party leases space from a Lessee for the purpose of providing aeronautical services at the Airport.

<u>Tenant:</u> means a leaseholder of land or premises within the boundaries of the Airport or Airport property and any of the leaseholders authorized sublessees.

<u>TSA:</u> means Transportation Security Administration.

<u>Ultralight:</u> means a lightweight, low speed, short range aircraft subject to minimal regulation by 14 CFR Part 103.

Vehicle: means any motorized and non-motorized conveyance, except aircraft.

#### SECTION 3 GENERAL RULES AND REGULATIONS

### 3.1 Abandonment of Property

No person shall abandon any personal property on the Airport. Any abandoned property will be handled in accordance with State and local statutes.

#### 3.2 Alcoholic Beverages

No person may consume alcoholic beverages in any area of the Airport terminal building other than those areas and times designated by the Airport for the sale and/or consumption of alcohol.

#### 3.3 Animals

- A. Excluding Americans with Disabilities Act (ADA) and law enforcement requirements, no person shall enter any public airport building with any animal unless such animal is being transferred or shipped. No animals (excluding ADA requirements and law enforcement) are allowed within the AOA unless being transferred or shipped under the control of their owner by leash, harness, restraining straps, or cage. Leashes, harnesses, and straps shall not exceed twelve (12) feet. Owners are to use the designated Pet Relief Area north of the terminal or as designated by the Airport Manager. Owners are responsible for the immediate removal and proper disposal of animal waste.
- B. No person shall permit any wild animal under his control or custody to enter the Airport.
- C. No person other than in conduct of an official act shall hunt, pursue, trap, catch, injure or kill any animal on the Airport.
- D. No person shall feed or perform any other act to encourage the congregation of birds or other animals on the Airport.

No person shall ride any animal on Airport property without prior authorization of the Airport Manager.

#### 3.4 Commercial Activity

No person, organization, partnership, corporation firm, entity, or like organization shall occupy or rent space, nor conduct any business, commercial activity or enterprise, or other form of revenue producing activity on the Airport without first obtaining a written lease, Permit or written agreement and authorization from the Airport Manager, unless specifically acknowledged and waived by the Airport Manager. Commercial aeronautical activities are governed by the Airport Minimum Standards.

### 3.5 Commercial Photography

No person except representatives of the media during official assignments shall take still, motion, or sound pictures for commercial purposes on the Airport without permission of the Airport Manager. This rule is not intended to preclude an aircraft owner from photographing their aircraft for the purpose of sale.

### 3.6 Emergency Plan

The Airport Emergency Plan is a portion of the Airport Certification Manual required for Airport Certification by FAA and will govern airport emergency operations.

### 3.7 Fees and Space Rental

It is the policy of the City to establish rates and charges at periodic intervals whereby the Airport will remain a self-sufficient entity. To accomplish the objective, the City shall use a City Cost Recovery Rate. The term "City Cost Recovery Rate" is defined as the development of rates and charges designed to recover from each user its proportionate share of the cost of providing, maintaining, operating and administering the facilities it uses. To this extent, the City has developed landing fees and space rental rates between the estimated City Cost Recovery Rate and the currently existing rate. Adjustments in such rates shall be made periodically as determined by the Aviation Board. A current copy of the Airport's Schedule of Fees is available from the Airport Manager.

### 3.8 Firearms and Weapons

- A. No person, except those authorized by Federal, State, and local laws, may carry a firearm, weapon or destructive device inside the Airport terminal or the sterile or secured areas of the Airport terminal (SIDA), provided that no person will be prohibited from carrying any legal firearm or weapon into the passenger terminal when such firearm or weapon is encased for shipment for the purpose of checking such firearm or weapon as baggage to be lawfully transported on an aircraft. Concealed weapons are not permitted on the Airport unless a Concealed Carry Permit has been issued to that person by an authorized agency. At no times shall a concealed weapon be permitted within the SIDA other than by duly authorized Federal, State, and or local law enforcement personnel. The carrying of firearms on the airport by watchmen and guards shall be approved in writing by the Airport Manager.
- B. For the purpose of this section, a firearm means any weapon or device, including a starter gun, flare gun or the like, which will, or is designed to or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any firearm muffler or firearm silencer; any destructive device; or any matching gun.
- C. For the purpose of this section, a weapon means any dirk, metallic knuckles, slingshot, billy club, tear-gas gun, chemical gun or device, or any other device the principal function of which is to inflict bodily harm or severe discomfort.
- D. No person shall discharge any firearm, weapon or destructive device on the Airport except in the performance of official duties requiring discharge thereof.
- E. No person shall furnish, give, sell or trade any firearm, weapon, or destructive device on the Airport.

#### 3.9 General Conduct

- A. No person shall make, possess, use offer for sale, pass, and/or deliver any forged or falsely altered pass, permit, identification card, sign, and/or other authorization purporting to be issued by or on behalf of the Airport.
- B. No Person shall use or otherwise conduct himself upon any portion of the Airport in any manner contrary to the posted or otherwise visually indicated directions applicable to that area.
- C. No person shall in any manner deface or injure any building, tree, shrub, plant or other property or trespass through shrubbery borders or other plantations or upon premises under the control of the Aviation Board. Destroying, damaging, injuring, defacing, disturbing, or tampering with Property on the Airport is prohibited.
- D. No person shall illegally use, possess, sell, or distribute controlled substances (i.e., drugs, narcotics, or alcohol) on the Airport.
- E. No person shall be intoxicated; commit any disorderly, obscene, lewd, indecent, or unlawful act; commit any act of nuisance (including the use of abusive or threatening language); or act in such a manner as to disturb the peace while on the Airport.
- F. Loitering or loafing in the Airport terminal or in any public building on the Airport is prohibited.
- G. No person shall engage in, conduct, aid in, or abet any form of gambling on the Airport except entities duly authorized by the Airport.
- H. No person(s) singly or in association with others shall by his/her conduct, or by congregating with others, prevent any other person or persons lawfully entitled thereto from other person or persons lawfully entitled thereto moving from place to place, or through entrances, exits or passageways on the Airport.
- It shall be unlawful for any person to remain in or on any public area, place or facility at the Airport, in such a manner as to hinder or impede the orderly passage in or through or the normal or customary use of such area, place or facility, by persons or vehicles entitled to such passage or use.
- J. No person shall operate any two-, three- or four-wheeled motor vehicle or other conveyance upon any part of the Airport except on Airport Road. Nothing herein contained shall be construed to prevent vehicles of governmental agencies from operating on runways or in and about the airport grounds, provided permission for such operation is obtained from the Airport Manager.

#### 3.10 Hunting and Trespassing

There shall be no hunting on the Airport unless authorized in writing by the Airport Manager. No person shall go upon the lands described as being all or that portion of the Airport situated to the runway side of any boundary road and enclosed by fences, unless written permission is first obtained from the Airport Manager. Groups or organizations who have made application to the Airport Manager and secured written permission from said Manager and who furnish liability

insurance holding the City harmless from any liability arising out of their activities while using the facilities of the airport, such insurance being in such amounts as are approved by the Aviation Board, may use the facilities of the airport for such group activities.

### 3.11 Insurance Requirements

- A. All Persons shall provide proof of insurance in a form acceptable to the Airport Manager prior to entering into a lease, agreement, permit, or other form of agreement with the City to operate on the Airport. Airport insurance requirements are available from the Airport Manager or at <a href="https://www.lseairport.com">www.lseairport.com</a>
- B. All Persons shall ensure the proper insurance endorsements are added to their insurance policies prior to commencement of activities.
- C. A certificate evidencing insurance required and listing the City of La Crosse as additional insured shall be filed with City prior to the commencement of activities by Persons upon the Airport, and such certificate shall provide that such Insurance Coverage will not be canceled or reduced without at least thirty (30) days prior written notice to City. At least ten (10) days prior to the expiration of any such policy, a certificate showing that such Insurance Coverage has been renewed shall be filed with City. If such Insurance Coverage is canceled or reduced, Person shall within fifteen (15) days after receipt of written notice from City of such cancellation or reduction in coverage, file with City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies.
- D. Insurance coverage provided by the Airport represents the minimum coverage approved and required by the City. A Person may be required to purchase greater coverage to meet the scope of the Person's business activity and requirements of the Person's insurance agent and underwriters. The Person shall immediately correct any insurance "shortfalls" which may be amended from time-to-time. Insurance requirements are stipulated in the individual agreements, leases, contracts, and permits, and as such may be revised from time-to-time.
- E. When a Person who has obtained prior authorization from the Airport Manager to sublease its business on the Person's Airport leasehold, the Person shall require the contracted entity to comply with all applicable Person's lease provisions, applicable laws, rules, regulations, and directives, etc. as well as obtaining and maintaining the same insurance conditions as outlined in the Person's agreement with the Airport.

#### 3.12 Liability

The City assumes no responsibility for loss, injury, or damage to persons or property by reason of fire, theft, vandalism, wind, and earthquake or other acts of God, collisions, or strikes; nor does it assume any liability for injury to persons or property while on the Airport. Additionally, any person, as a condition for the use of the Airport or any of the facilities thereof, shall release, hold harmless and indemnify the City, the Airport Manager and all other officers and employees of the City and Airport, from any and all responsibility, liability, loss or damage resulting to it or them, or caused by or on his behalf and incident to the manner in which the Airport or its facilities shall be used. Notwithstanding the foregoing, airport users shall not be required to indemnify the City for damage occasioned by the sole negligence or willful misconduct of the City, Airport, or their employees or representatives. Nothing in these Rules and Regulations

shall be construed as City waiving its statutory limitation and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law.

## 3.13 Lost and Found Property

Any person finding lost or abandoned items or articles in the public areas of the Airport shall contact the Airport Administrative Offices and deposit or leave said articles/property therein or therewith. Nothing in this paragraph shall be construed to deny any right of scheduled air carriers or other Airport tenants to maintain lost and found services for property of their patrons, invitees or employees. No person shall willfully abandon any personal property on the Airport. Any luggage or other articles left unattended or deemed to be suspicious may be removed by authorized personnel and may be damaged or destroyed in the process.

## 3.14 Passengers

Passengers shall be enplaned/deplaned in areas approved by the Airport Manager. The Scheduled Airline Operating Agreement shall govern the location and manner in which airlines enplane/deplane passengers. The Airport Security Program shall govern Airport security requirements for all passengers.

### 3.15 Preservation of Property

No person shall destroy, injure, damage, deface, disturb or tamper with any building, vehicle, sign, equipment, landscaping, fixture or any other structure or property on the Airport. No person shall interfere or tamper with any aircraft or put in motion the engine of such aircraft, or use any aircraft, aircraft parts, instruments or tools, without permission of the owner/operator. Any property destroyed, injured, damaged or defaced by the negligence or willful conduct of any person shall be paid for in full by the person(s) responsible for such destruction, injury or damage.

### 3.16 Signage and Advertisements

No person shall post, distribute, or display signs, advertisements, literature, circulars, pictures, sketches, drawings, or other forms of printed or written material without prior written permission from the Airport Manager. All permanent signs for the Air Carrier Terminal Building and associated landside area shall conform to the requirements of the Airport's Terminal Signage and Appearance Standards Guide maintained by the Airport Manager. This rule is not intended to preclude the posting, distribution, or display of signs, advertisements, and other forms of printed or written material inside privately owned hangars.

### 3.17 Smoking

Smoking is permitted in only those areas designated by the Airport Manager. No person shall smoke or carry lighted cigars, cigarettes, pipes, matches, or any open naked flames in or upon any area of the Airport within fifty (50) feet of hangars, fuel storage areas, fuel loading situations, fuel handling vehicles, aircraft being fueled or having fuel drained or in any other place where smoking is specifically prohibited by signs. Smoking in Airport facilities is prohibited. Smoking outside the terminal building is prohibited except in designated locations.

### 3.18 Sound Amplifying Devices

Sound amplifying public address devices are prohibited on the Airport except when approved by the Airport Manager. Only those types of public address systems that are commonly employed to announce the arrival and departure of scheduled Aircraft shall be permitted for carrying announcements and/or airport radio broadcasts in the Airport's Terminal public address system for the solicitation of business. The public address system shall only be used in accordance with individual Operator or Lessee Agreements.

### 3.19 Storage of Equipment or Property

Storage of equipment or property not used for aviation or other approved operations or activity on the Airport is prohibited unless specifically provided for by lease, permit or other contractual agreement. This includes recreational vehicles (boats, motor homes, personal watercraft, etc.) and other motor vehicles not specifically used for the authorized operation.

#### **3.20 Trash**

Garbage, trash, papers, refuse, or other material shall not be placed, discharged, or deposited on the Airport except in receptacles provided specifically for that purpose. Trash and other waste containers at the Airport shall not be utilized for the disposal of household trash. The Airport Manager shall designate areas that shall be used for garbage receptacles and no other areas shall be utilized. Such areas shall be kept clean and sanitary at all times. Dumping of trash and waste on Airport property is strictly prohibited.

#### 3.21 Use of Public Areas

No person shall use a restroom or other facilities other than in a clean and sanitary manner. Spitting on, marking, or defacing the floors, walls, or other surfaces of the Airport is prohibited. Use of the public area of any building or area of the Airport for sleeping or other purposes in lieu of hotel, motel, or other public accommodation is prohibited.

#### 3.22 Use of Airport Equipment

Use of Airport Equipment including jet bridges, mobile ramps and fuel systems shall be restricted to People with the proper training and certification as issued by the City.

#### SECTION 4 AIRCRAFT OPERATIONS

### 4.1 Compliance with Rules and Regulations

No person shall navigate, land, fly, service, move, maintain or repair any Aircraft or conduct any aviation activity, upon, within or from the Airport other than in conformity with these Rules and Regulations and all applicable Federal, State, and local laws, and regulations.

### **4.2 License Requirements**

Only Aircraft and airmen certified by the Federal Aviation Administration shall operate on or from the Airport. This restriction shall not apply to Aircraft owned or operated by the Federal

Government or the Aircraft licensed by Foreign Governments having a reciprocal agreement with the United States covering the operation of the Aircraft in the United States.

#### 4.3 Control of the Airfield

The Airport Manager shall have the right at any time to close the Airport in its entirety or any portion thereof to air traffic, to delay or restrict any flight or other Aircraft operation, to refuse takeoff permission to Aircraft, and to deny the use of the Airport or any portion thereof to any specified class of Aircraft or to any individual group, when the Airport Manager considers any such action necessary and desirable to avoid endangering persons or property and to be consistent with the safe and proper operation of the Airport. In the event the Airport Manager determines the condition of the Airport or any part thereof to be unsafe for taxiing, landings or takeoffs, the Airport Manager shall issue, or cause to be issued, a Notice to Airmen (NOTAM) closing the Airport or any part thereof.

#### 4.4 Disabled Aircraft

- A. Any owner, lessee, operator or other person having the control, or the right of control, of any disabled Aircraft on the Airport shall be responsible for the prompt removal from the movement area and disposal thereof, and any and all parts thereof, subject, however, to any requirements of or direction by the NTSB, the FAA, or the Airport Manager that such removal or disposal be delayed pending an investigation of an accident.
- B. Any owner, lessee, operator or other person having control, or the right of control, of any Aircraft does by use of the Airport, agree, and consent, notwithstanding any provision in any lease, agreement, permit or other instrument to the contrary, that the Airport Manager may take any and all necessary action to effect the prompt removal or disposal of disabled Aircraft that obstruct any part of the Airport utilized for Aircraft operations.
- C. Any costs incurred by or on behalf of the City for any removal or disposal of any Aircraft shall be paid to the City by the owner/operator. Any claim for compensation against the City, and any of their officers, agents or employees, for any and all loss or damage sustained to any such disabled Aircraft, or any part thereof, by reason of any such removal or disposal is waived.
- D. The owner, lessee, operator or other person having control, or the right of control, of disabled Aircraft shall indemnify, hold harmless and defend the City, and all of their officers, agents and employees, against any and all liability for injury to or the death of any person, or for any injury to any property arising out of such removal for disposal of said Aircraft.

#### 4.5 Instructor and Student Responsibilities

Instructors shall fully acquaint their students with these Rules and Regulations and shall be responsible for the conduct of the students under their direction during dual instruction. When a student is operating an Aircraft independent of an instructor, it shall be the student's sole responsibility to observe and abide by these Rules and Regulations.

### 4.6 Starting or Running of Aircraft Engines

No person shall start or run an aircraft engine unless a qualified, certified pilot or mechanic is attending the aircraft controls and only in the locations designated for such purposes by the Airport Manager. No Aircraft engine shall be started without appropriate fire extinguisher equipment readily available. Aircraft engines shall not be operated in such position that person, structures or property may be endangered by the path of the Aircraft propeller slip-stream, jet blast or rotor-wash.

### 4.7 Aircraft Parking and Storage

Aircraft shall be parked only in those areas designated for such purpose by the Airport Manager and shall not be positioned in such a manner so as to block a runway, taxiway, taxilane, or obstruct access to hangars, parked Aircraft, and/or parked vehicles or emergency vehicles. Unless otherwise provided in an Agreement with the Airport or authorized FBO, no person shall use any area of the Airport for the parking and storage of Aircraft, other than transient parking, without prior written permission of the Airport Manager and in no event shall said storage be for a period greater than thirty days. Should a person use such areas for Aircraft parking or storage without first obtaining the prior written permission of the Airport Manager, the Airport Manager may remove and store the Aircraft at the expense of the Aircraft Operator without liability for damage that may arise from or out of such removal or storage.

### 4.8 Abandonment; Derelict Aircraft

No person shall park or store any aircraft in non-flyable condition on Airport property, including leased premises, for a period over ninety (90) days, without a written permit from the Airport Manager. Non-flyable aircraft may be stored in a hangar with other flyable aircraft.

No person shall store or retain aircraft parts or components being held as inventory anywhere on the Airport, other than in an enclosed, authorized facility, or in a manner approved by the Airport Manager, in writing. Owners are permitted to store any parts necessary for their aircraft in their personal hangar, so long as it does not become a hazard or housekeeping problem. Whenever any aircraft is parked, stored or left in non-flyable condition on the Airport in violation of the provisions of this section, the Airport Manager shall so notify the owner or operator thereof by certified mail, requiring removal of said aircraft within fifteen (15) days of receipt of such notice if the owner or operator is unknown, cannot be found or certified mail is returned, the Airport Manager shall conspicuously post and affix such notice to the said aircraft, requiring removal of said aircraft within fifteen (15) days from date of posting. Upon the failure of the owner or operator of said aircraft to remove the aircraft within the period provided, the Airport Manager shall remove the aircraft from the Airport. All costs incurred by the City in the removal of any aircraft as set forth herein shall be recoverable against the owner or operator thereof.

### 4.9 Securing Aircraft

No person shall leave an Aircraft unattended on any area of the Airport, including leased premises, unless properly secured. Securing of Aircraft shall be the sole responsibility of the owner and/or operator of the Aircraft.

### 4.10 Taxiing into or out of Hangars

Aircraft engines shall not be operated in any hangar. No Aircraft shall be taxied into or out of a hangar under its own power.

#### **4.11 Aircraft Maintenance**

- A. Any aircraft owner may perform Federal Aviation Regulation (FAR) Part 43 authorized operator maintenance on his/her owned aircraft provided such maintenance or service is performed by the aircraft owner or his/her employee.
- B. Any owner or approved employee who performs such maintenance shall do so; within the confines of an individual private Hangar; in a joint-use hangar, provided such activity does not pose a fire or safety hazard and does not impede the ingress/egress of other hangared aircraft, or on the aircraft owners leased apron area except in individual tie down spaces. Any aircraft owner utilizing an employee to perform aircraft maintenance shall be required to provide the Airport Manager evidence of employment in a form acceptable to the Airport Manager. Social Security records, payroll records, corporate identification, etc. shall be deemed acceptable evidence of employment. Maintenance other than FAR Part 43 authorized owner maintenance performed on the aircraft by the aircraft owner or his/her employee will be at the location on the Airport approved by the Airport Manager. Use of the tiedown areas for maintenance shall be prohibited unless otherwise approved by the Airport Manager.
- C. An aircraft owner shall not contract with a second party, such as an aircraft maintenance company or contractor, to perform "scheduled" maintenance on his/her aircraft at the Airport unless said company or contractor is a Maintenance FBO leasing space on the Airport and authorized by the City to provide aeronautical services to the public. "Unscheduled" aircraft maintenance by a non-based maintenance company or contractor is permitted provided the aircraft owner notifies the Airport Manager of this activity in advance and the company or contractor presents to the Airport Manager proof of proper FAA license and certificates to perform aircraft maintenance, proof of public liability insurance, and the Airport Manager can identify a satisfactory area on the Airport where the "unscheduled" maintenance service can be performed. City notification shall consist of the aircraft owner contacting the Airport Manager and providing written documentation supporting the above requirements. "Unscheduled" maintenance is limited to the following:
  - 1. Warranted maintenance work that requires repair or additional attention by the warranting company.
  - 2. A malfunction that prevents the aircraft from being taken to another airport for maintenance.
  - 3. Maintenance work requiring a specialty service which is not being provided by the existing FBO operating on the Airport.
- D. All aircraft maintenance shall be conducted in a location designated by the Airport Manager strictly in accordance with the Airport Rules and Regulations; all Federal, state,

and local fire and safety regulations; all Federal, state and local rules and regulations, air worthiness directives, and other applicable rules and regulations.

## 4.12 Aircraft Deicing

Aircraft deicing (the removal of snow and/or ice with chemical substances) shall only be accomplished in a location designated by the Airport Manager. Use of chemical substances for the purpose of removing snow and/or ice shall comply with all U.S. Environmental Protection Agency regulations.

#### 4.13 Access to Operations Area

Only the Airport Manager may grant unescorted access to the AOA. Granting of access does not give any person or persons the privilege of unrestricted use of the space within the airfield boundary fence. Access privileges are confined to the times and areas required for the purpose access is granted.

## 4.14 Self-Servicing of Aircraft

Aircraft Operators are permitted to fuel, wash, repair, or otherwise service their own based Aircraft (utilizing their own equipment), provided there is not an attempt to perform such services for others and further provided that such right is conditioned upon compliance with these Rules and Regulations and all other applicable regulatory measures.

An Aircraft Operator may hire an individual as an employee to provide, under the direction and supervision of the Aircraft Operator, services on the Aircraft Operator's Aircraft. Such services may only be provided by an employee of the Aircraft Operator utilizing the equipment of the Aircraft Operator.

### 4.15 Careless or Negligent Aircraft Operation

No person shall operate an aircraft on a public aircraft parking and storage area, public landing area, taxiway, or public apron in a careless or negligent manner or in disregard of the rights and safety of others. No Aircraft shall be taxied or towed on any area, other than areas normally used for the operation of Aircraft, without the express prior written approval of the Airport Manager.

### **4.16 Rotorcraft Operations**

Except in emergencies, no landing or take-off of rotorcraft shall be made except on designated Airport runways, taxiways, or apron, without express written permission from the Airport Manager. Rotorcraft shall not be operated within 50 feet of any building or within 100 feet of any area where light Aircraft are parked or operating.

### 4.17 Aerial Spraying, Crop Dusting and Fire-Suppression Operations

No person shall conduct aerial spraying or crop dusting operations from any part of the Airport without proper permitting from the Airport Manager to conduct such operation. The Airport Manager will assign a specific area, if available, from which to conduct the operation. The permittee shall demonstrate that the storage and handling of toxic chemicals, the methods for washing aircraft and their chemical tanks, and the procedures established for recovering, storing

and disposing of the contaminated wash water shall be in accordance with Federal, State and local laws and regulations. Additionally all facilities and procedures shall be inspected and approved by the City Fire Department. Spillage of such materials on Airport grounds or pavement shall be reported immediately to the Airport's Operations Division, and the operator shall be fully liable for the removal of said materials and/or the restoration of grounds or pavements damaged by the spillage. The handling of materials shall further be governed by the provisions of Section 7, as applicable, of these Rules and Regulations.

### 4.18 Aircraft Accident and Incident Reporting

Operators of Aircraft involved in accidents or incidents requiring notification of the FAA, NTSB or insurance company and occurring on the Airport shall notify the Airport Operations as soon as practical, and make a full written report of the accident or incident to the Airport Manager within twenty-four (24) hours. The report shall include names and addresses of those involved and all details of the accident and the Aircraft involved. When a written report of an accident or incident is required by the FAA, a copy of such report shall be submitted to the Airport Manager at the same time. At no time shall wreckage be moved prior to the proper notifications being made and authorization to move the wreckage obtained from the Airport Manager or NTSB.

### 4.19 Flying Clubs

- A. A flying club is not a commercial aeronautical activity serving the public but is an organization for the purpose of providing its members with one or more aircraft for their personal use and enjoyment. The club is considered as an individual aircraft owner. Since flying clubs are not commercial aeronautical activities serving the public they shall be exempt from the Airport Minimum Standards upon satisfactory fulfillment of the conditions contained herein.
- B. The club shall be an entity (corporation, association, or partnership) that is not-for-profit and is organized for the express purpose of providing its members with one or more aircraft for their personal use and enjoyment only. Each member shall be a bona fide owner of the aircraft or stockholder in the corporation. The aircraft access rights of all 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 including avionics/aircraft upgrades as well as acquisitions, and engine reserves.
- C. Flying clubs may not offer or conduct commercial aeronautical activities including, but not limited to, charter, air taxi, or rental or aircraft operations. They may not conduct aircraft flight instruction, except for regular members, and provided that such instruction is offered by a registered member qualified as a flight instructor as set forth in the Airport Minimum Standards. Only members of the flying club may operate the aircraft. No flying club shall permit its aircraft to be utilized for giving flight instruction to any person, including members of the club owning the aircraft, when such person pays or becomes obligated to pay for such instruction, except when instruction is contracted for from a flight instructor who is authorized by the City to do business on the Airport. Any qualified mechanic who is a registered member and part owner of the Aircraft owned and operated by the flying club, shall not be restricted from doing maintenance work on aircraft owned by the club, and the club does not become obligated to pay for such maintenance work, except that such mechanics and instructors may be compensated by credit against payment of dues or flight time.

- D. 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.
- E. The flying club, with its permit request, shall furnish the Airport Manager a copy of its charter and by-laws, articles of association, partnership agreement or other documentation supporting its existence, its roster or list of members including names, address, and telephone numbers of officers or Airport Managers, the number and type of aircraft, evidence that aircraft are properly certified, evidence that ownership is vested in the club, and the operating rules of the club. This information shall be updated on an annual basis by the club. Any and all records of the club shall be available for review at any reasonable time by the City or its authorized agent in the event a formal written complaint is filed against the club.
- F. The flying club shall comply with all applicable Federal statues and all regulations including, but not limited to, those promulgated by the FAA and TSA.
- G. The flying club shall comply with all applicable state and local statutes, rules and regulations including, but not limited to, those relating to tax, fire, building, and safety matters.
- H. The flying club shall comply with all applicable local, state, and Federal environmental statutes and regulations including, but not limited to, requirements for the disposal of waste oil and other potentially hazardous substances and for the refueling of all aircraft when authorized.
- I. The flying club shall submit with its application proof that adequate public liability and property damage insurance from legal liabilities resulting from this activity. Proof of insurance shall be updated annually by the Club.
- J. The flying club shall agree to indemnify and hold harmless and assume the defense of the City, its agents, employees, and officials from and against any and all liabilities, damages, expense, causes or action, suits, claims or judgments; and pay all attorneys' fees, court costs and other costs incurred in defending such claims, as may accrue against, be charged to, be recovered from or sought to be recovered from the City, its agents, employees or officials by reason of or on account of damage to the property of, injury to, or death of any person arising from the negligence or acts of omission of the flying club at the Airport.
- K. In order to be recognized as a flying club by the City, the club shall certify in writing that it will comply at all times with the Airport Rules and Regulations established by the City for flying clubs.

A flying club which violates any of the foregoing, or permits one or more members to do so, will be required to terminate all operations at the Airport.

### 4.20 Specialized Aeronautical Activities

Operation of ultralight aircraft into the airport traffic area and their landing, parking, and take-off, require prior coordination and shall comply with 14 CFR Part 103. The Airport Manager has the authority to approve/disapprove requests for use of airport facilities for hot air balloon launches,

model aircraft launches, kite flights, air shows/special events, fly-ins, and Unmanned Aerial Vehicles (UAVs), and parachute drops when the parachute landing zone is on the Airport property. The Airport Manager will coordinate these activities with the FAA and Federal Contract Tower Manager when appropriate. Operation of these specialized aeronautical activities shall require proof of liability insurance in the amount and form required by ordinance or as approved by the City's Airport Manager.

### 4.21 Landing Fees

Aircraft shall not land or take off from the Airport unless the Aircraft Operator has paid the fees and charges that may be assessed from time to time by the City for such uses, unless the Aircraft Operator is exempt from payment of certain fees or unless the Aircraft Operator is entitled to use the Airport without making such payment as stipulated in an agreement with the City. A current copy of the Airport's Schedule of Fees is available from the Airport Manager.

## 4.22 Based Aircraft Registration

Aircraft based at the Airport (commercial or non-commercial) shall be registered with the Airport Manager or an authorized FBO. Registration information shall be updated annually with the Airport Manager and shall include the following: Aircraft make and Model Registration Number, Gross Takeoff Operating Weight, and Aircraft Owner Name, Address, and Phone Number. Based Aircraft Operators shall have a Tiedown or hangar agreement with either the Airport or an authorized FBO.

#### 4.33 Commercial Charters

Aircraft conducting commercial charter operations at the Airport without a signatory Airline Operators Agreement are subject to all operating rules and regulations outlined in the current signatory Airline Operators agreement in addition to all insurance requirements and fees provided for within this document and the current Airport Schedule of Fees.

### **SECTION 5 VEHICLE OPERATIONS**

#### 5.1 General

- A. The operation of motor vehicles on the Airport shall occur in accordance with these Rules and Regulations, City Code, and all other applicable State and City requirements relating to the operation of motor vehicles on streets and public highways. No person may operate a motor vehicle on the Airport unless they hold a valid motor vehicle operator's license for the type of vehicle they are operating.
- B. All vehicles operated on Airport roadways shall at all times comply with any lawful order, signals or direction by authorized personnel. When traffic is controlled by signs or by mechanical or electrical signals, such signs or signals shall be obeyed unless directed otherwise by authorized personnel.
- C. The Airport Manager is authorized to place and maintain such traffic signs, signals, pavement markings, and other traffic control devices upon Airport roadways, parking facilities and other Airport property as required to indicate and carry out the provisions of these Rules and Regulations to guide and control traffic.
- D. Vehicles on Airport roadways shall be operated in compliance with the roadway speed limits prescribed by the City as indicated by posted traffic signs.

- E. No person shall clean or make any repairs to motor vehicles anywhere on the Airport other than in designated shop areas for that purpose, or as provided for in lease agreements with tenants. Minor repairs necessary to remove inoperable motor vehicles will be permitted if done within a reasonable period of time according to the circumstances, otherwise the Airport Manager may order such vehicle towed from the premises at the owner's expense and liability.
- F. Vehicles found to be blocking or obstructing Airport operations, in violation of posted signs, and/or in violation of the Airport Security Program will, at the discretion of the Airport Manager, be removed at the owner's expense and liability.
- G. In all cases, Aircraft Rescue and Fire Fighting vehicles have the right-of-way.

#### 5.2 Authorization to Move Vehicles

The Airport Manager has the discretion to remove, or cause to be removed at the owner's expense from any secured area, any roadway or right-of-way, or any other area on the Airport any vehicle which is disabled, abandoned, or illegally or improperly parked, or which creates a safety, security, or operations problem. The City shall not be liable for damage to any vehicle or loss of personal property which might result from the act of removal.

#### 5.3 Pedestrians

Pedestrians in marked crosswalks shall have the right-of-way at all times over vehicular traffic.

### 5.4 Tenant and Employee Parking

All tenants, permit holders, employees of companies, organizations or agencies having tenancy on the Airport shall park only in designated parking areas.

### 5.5 Motorcycles and Bicycles

Every person riding a motorcycle or bicycle upon a public access Airport roadway shall be granted all rights and shall be subject to all duties made applicable to the driver of a vehicle, except as to rules and regulations which by their nature can have no application; such cycles are strictly prohibited from operating or parking on lawns or sidewalks.

### 5.6 Vehicle and Driver Regulations on the AOA

- A. The Airport Certification Manual, Airport Security Program, and the Airport's Pedestrian and Vehicle Training Manual shall govern the manner in which vehicles may be driven on the AOA.
- B. Any person with a need to operate a ground vehicle in the Air Operations Area (AOA) shall obtain a valid state driver's license from any state of the United States and successfully complete the Airport Driver's Training Program.
- C. Only persons that have completed the Airport Driver's Training process and hold a current LSE SIDA badge have access to work in or pass though the Airport Secured Area located on the air carrier ramp. If Operator does not possess a LSE SIDA badge they shall be escorted by approved Airport staff.

- D. No person operating or driving a vehicle on any aircraft ramp shall exceed a speed greater than 25 miles per hour. Factors including, but not limited to, weather and visibility shall be taken into consideration when determining safe operating speed.
- E. No motor vehicle shall be permitted on the movement area unless specific permission has been granted by the Airport Manager.
- F. Motor vehicle owners shall have the minimum required liability insurance coverage to operate on the AOA. The vehicle owner shall be required to furnish the City verification from the insurance carrier that the vehicle is insured when being operated on an AOA.
- G. Any person causing a violation of the Airport Security Program adopted pursuant to 49 CFR 1542, and/or 14 CFR Part 139, for which TSA or FAA fines the City, shall reimburse the City the amount of the civil penalty.
- H. Except where otherwise controlled by the City, all vehicles operating on Movement Areas and safety areas shall be equipped with a two-way radio allowing communications on ground control frequency (121.8) and, (Tower/CTAF) Common Traffic Advisory Frequency (118.45). Vehicles are required to be in continuous communication with the FCT except under escort by a Vehicle so authorized and equipped. Vehicles operating in the Non-Movement Area only are not required to have radio communication capability. The installation of two-way radios shall not be construed as license to operate a vehicle on the AOA
- I. No person shall drive a motor vehicle or other equipment between an aircraft and the passenger gate, when passengers are boarding or debarking from the aircraft or the aircraft is maneuvering.
- J. Aircraft taxiing on any runway, taxiway, or AOA shall have the right-of-way over vehicular traffic.
- K. All persons operating ground vehicles on the AOA are required to participate in an FAA approved initial and recurrent training courses for the operation of ground vehicles on the Airport as provided by the City in accordance with 14 CFR Part 139. All persons operating ground vehicles are required to sign a statement to be kept on file by the City that they are familiar with the rules and regulations, including the consequence of non-commercial with safety procedures for ground vehicles, and that they agree to abide by such rules and regulations.
- L. Any person in violation of any of the procedures for the safe and orderly access to, and operation of a vehicle on the AOA shall be subject to disciplinary actions, including removal from the Airport or termination of any lease or use agreement as may be deemed appropriate by the Airport Manager. Each authorized vehicle shall display an approved tag in the vehicle that enters the movement area. Authorized tag will be issued upon completion of the FAA approved training course.

#### **5.7 Commercial Vehicle Operator Procedures**

All individuals, partnerships and corporations operating commercial vehicles (limousines, taxicabs, or buses) on the Airport for the purpose of transporting person or passengers for hire

shall do so in accordance with these Rules and Regulations, La Crosse City Code, and all other applicable State and City laws. Specifically, public vehicles for hire, including taxicabs and limousine operators, are subject to the provisions of the La Crosse Code of Ordinances Article and the insurance requirements of these Rules and Regulations.

Off-Airport Rental Car Operators shall receive a permit to operate on Airport property from the Airport Manager and are subject to the Off-Airport Privilege Fee as adopted by the Aviation Board on July 15, 2013, and as may be amended. Off-Airport Rental Car Operators shall maintain insurance coverages as required in their permit.

### 5.8 Airport Parking

- A. No person shall stop, park or leave any vehicle along the terminal curbside at the airport except while in the immediate process of passenger pick up or drop off.
- B. No person shall park a vehicle at the Airport other than in a designated parking area.
- C. Individuals with parking permits issued by the Airport shall park only in compliance with the issued parking permits.
- D. Where parking is allowed at the Airport, a person shall park a vehicle only within a dedicated parking space.
- E. No person shall park at the Airport in violation of a parking limitation, parking restriction, or other parking regulation sign posted for the parking area.
- F. In addition to the above provisions, all other provisions of the City Code shall continue to apply to the Airport.

### **SECTION 6 FUELING**

#### **6.1 Authorization**

Only authorized personnel trained in the safe operation of the equipment being used and in the required procedures shall fuel aircraft. Refueling, defueling, and fuel storage on the Airport, including associated equipment, shall conform to all applicable Federal, State and local laws, and regulations. Fuels shall only be stored and dispensed on the Airport by those entities having written authorization from the Airport Manager. All dispensed aviation fuel shall be subject to a fuel flowage and/or storage fee as set forth in the Airport's Schedule of Fees.

### 6.2 Compliance

Refueling, defueling, and fuel storage on the Airport, including associated equipment, shall conform to all applicable Federal, State and local laws, ordinances, rules, and regulations including, but not limited to the following:

- A. Applicable provisions of 14 CFR Part 139
- B. Applicable provisions of 40 CFR Part 112

- C. Applicable NFPA guidelines including, but not limited to, the latest version of NEPA 407, Standard for Aircraft Fueling Servicing
- D. Applicable provisions of Air Transport Association (ATA) Specification 103 *Jet Fuel Quality at Airports*
- E. FAA Advisory Circular 150/5230-4, Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports (current edition)
- F. Environmental Protection Agency regulations
- G. Wisconsin Department of Environmental Quality regulations
- H. City of La Crosse Fire Department
- I. Wisconsin State Fire Marshall

These provisions shall also apply to self-fueling of aircraft.

## **6.3 Fueling Operations**

- A. No Aircraft shall be fueled or defueled while one or more of its engines are running, except when accomplished under procedures approved by the FAA and consistent with proper safety procedures.
- B. Starting an Aircraft when there is any flammable liquid on the ground in the immediate vicinity of the Aircraft is prohibited.
- C. All fueling operations shall be conducted at least fifty (50) feet from any hangar or building, and fueling trucks shall be pointed away from fueled Aircraft and have a clear route of egress in the case of emergency.
- D. Trained personnel shall be present during the entire fueling operation of any air carrier aircraft in accordance with 14 CFR Part 139.
- E. No aircraft shall be fueled or defueled while inside any building, hangar, or enclosed space.
- F. No air carrier aircraft shall be fueled or defueled while passengers are on board, unless a passenger loading bridge ramp, or portable stairs, is in place at the open and manned cabin door. Only persons authorized by the air carrier Airport Operations, in pursuit of official duties, shall be permitted in the immediate vicinity of an aircraft while the aircraft is being fueled or drained of fuel.
- G. No person shall engage in an Aircraft fueling or fuel draining operation without proper fire extinguishing equipment readily accessible at the point of fueling or fuel draining operation. Fuel service personnel shall be trained in the use of appropriate fire extinguishing equipment.

- H. No person shall start any engine of an aircraft if there is any flammable or combustible liquid or other volatile fluid on the ground within fifty (50) feet of the Aircraft. Smoking or lighting of an open flame or any source of ignition is prohibited within fifty (50) feet of any fueling operation.
- I. All fueling and fuel draining operations shall be suspended during lightning disturbances within a five (5) mile vicinity of the Airport unless a corporate policy providing appropriate and approved safeguards is in place.
- J. Fuelers shall provide for the adequate handling and disposal of all trash, waste, petroleum products, and other hazardous materials, including but not limited, used oil, solvents, and other waste in accordance with Federal, State, and local laws.
- K. Motor vehicles and other equipment shall be fueled on the Airport only from approved locations and dispensing devices.
- L. Fuelers shall provide pumps for dispensing aviation fuels from a fixed location or dispensing truck. These pumps shall be equipped with metering devices that meet all safety standards of the aviation fueling industry and the FAA. The metering devices shall be inspected, checked, and certified by appropriate State and local agencies.
- M. No fuel vehicle designed for, or that is employed in the transportation of fuel, shall be operated on a taxiway or runway at any time without prior permission from the Airport Manager to operate that vehicle at that place and time.
- N. Only those fueling vehicles that are actively engaged in fueling air carriers are permitted to temporarily park on the terminal ramp. Fueling vehicles are authorized to park on the terminal ramp no earlier than one hour prior to the scheduled aircraft arrival time and shall be removed from the terminal ramp immediately following its departure. The number of fueling vehicles permitted to park in designated areas on the terminal ramp shall be determined by the Airport Manager.
- O. All fueling vehicles shall be identified by the type of fuel and fuel octane when applicable, in addition to any other marking or placards required by Federal, State, or local law.
- P. All hoses, funnels and appurtenances used in fueling and defueling operations shall be equipped with a bonding device to prevent ignition of volatile gases or liquids. During fueling and defueling, the Aircraft and the dispensing apparatus shall both be bonded.
- Q. Fueling and defueling operations shall be conducted with adequate fire extinguishers that are immediately available. All extinguishers shall be inspected and certified as required by law and all personnel involved with fueling operations shall be properly trained in the use of fire extinguishers.

### **6.4 Fuel Spill Prevention and Procedures**

A. Persons engaged in the fueling of Aircraft shall exercise care to prevent overflow or release of fuel and shall be responsible to promptly report any fuel spill and to immediately clean up any spillage. All costs associated with the spill shall be the responsibility of the person causing the spill.

- B. Each fueling operator is responsible for keeping supplies including approved absorbent material, and a vacuum or other mechanical device in close proximity to possible spill areas. The operator is also responsible for training anyone involved in fueling to mitigate a spill.
- C. The handling and removal of fuel contaminated material is under the direction of the Airport and will be in accordance with all applicable Federal, State and local regulations.
- D. In the event of a fuel spill, regardless of the amount spilled, the operator shall immediately stop fueling, take steps for containment for the spill and notify the Airport Manager. The fueling may not continue until the Airport Manager or Airport Operations has determined that is safe to do so.
- E. Primary responsibility for the prevention of fuel spills rests with the airline, refueling operator, FBO or other entity that caused the spill. They are also responsible for the clean-up of fuel spills including the proper disposal of any contaminated material used in the process.
- F. Disposal of pre-flight testing fuel shall be disposed of in compliance with all Federal, State and local regulations and in containers designated for this purpose. It is the responsibility of the airline or entity performing pre-flight fuel testing to provide such containers and train personnel in their use.
- G. Violations will be issued for failure to comply with fueling rules and regulations including the removal of individual's Airport issued ID badges.

## 6.5 Training

All personnel engaged in fueling shall be trained in accordance with Federal regulations and the Airport's ACM. Records of training and qualifications of those persons engaged in fueling operations shall be maintained as required by Federal regulation. Training records shall be available for review by the Airport Manager or Airport Operations.

#### 6.6 Self-Fueling

Self-fueling is permitted on the Airport in designated areas. No person may conduct self-fueling on the Airport without complying with all applicable City codes and regulations and executing a Self-Fueling permit with the Airport Manager. Fuel flowage fees and insurance requirements apply to this activity.

### 6.7 Fuel Storage Tanks

No person shall install, maintain, or permit to be installed a fuel storage tank without a written agreement from the Airport Manager. All approved tanks shall be installed and maintained in accordance with all Federal, State and local laws, regulations. All fuel storage tanks on the Airport shall be registered with the appropriate governing bodies.

#### SECTION 7 FIRE SAFETY AND ENVIRONMENTAL HAZARDS

### 7.1 Applicability and Compliance

All persons, companies, and agencies engaged in any activity at the Airport, whether occupying Airport owned buildings or otherwise, shall comply with all applicable Federal, State, and local fire regulations and applicable lease terms.

#### 7.2 Flammable Solids and Liquids

The use and storage of all flammable materials (solid and liquids) shall be in compliance with the Wisconsin Statutes and Annotations, the Uniform Fire Code, and the Airport's Storm Water Pollution Prevention Plan and other Rules and Regulations included herein.

### 7.3 Fire Extinguisher and Equipment

- A. The tenant of any hangar or building on the Airport shall be responsible for the furnishing and maintain of adequate first aid and fire equipment meeting the minimum requirements of applicable local, State or Federal regulations. All extinguishers and other such equipment shall be inspected annually as required by State and City.
- B. All tenants or lessees of hangars, aircraft maintenance buildings, or shop facilities shall supply and maintain an adequate number of readily accessible fire extinguishers. Fueling vehicles designed for the transport and transfer of fuel shall carry on board at least two (2) 20# B, C fire extinguishers, on located on each side of the vehicle. Extinguishers shall conform to applicable NEPA Standards.
- C. Fire extinguishing equipment at the Airport shall not be tampered with at any time nor used for any purpose other than fire fighting or fire prevention. All such equipment shall be maintained in accordance with the standards of the NEPA. Tags showing the date of the last inspection shall be attached to each unit, or records acceptable to Fire Underwriters shall be kept showing the status of such equipment.
- D. All fire doors and other fire prevention apparatus shall be accessible and kept unobstructed at all times.

### 7.4 Open Flames

- A. No person shall initiate or maintain any open fire of any type, including barbequing charcoals, wood fires, propane gas grills and natural gas grills, etc., on any part of the AOA without permission from the Airport Manager. Additionally, no open fire shall be allowed on Airport property as such fire would normally require a City permit unless prior permission from the Airport Manager has been obtained.
- B. Every person observing any unattended or uncontrolled fire on Airport premises shall immediately report it directly to 911 and Airport Operations. No person shall make any regulation or order, written or verbal, which would require any person to take any unnecessary delaying action prior to reporting such fire.

#### 7.5 Use of Flammable Materials

No person shall smoke, use matches, lighters, or other means of kindling fire in any hangar, shop, room or building on the Airport. Smoking shall be restricted except in designated smoking areas.

### 7.6 Discharge of Combustible Liquids

No tenant, shipper, individual or other entity shall permit or cause to be permitted the discharge of flammable or combustible liquids or any waste liquid containing crude petroleum or its products into or upon any street, highway, drainage canal or ditch, storm drain, flood control channel, lake, waterway, or the ground on the Airport.

### 7.7 Heating Equipment

All heating equipment and fuel burning appliances installed on the Airport shall be listed by an appropriate testing agency for its intended use and shall comply with the requirements of the Uniform Mechanical Code and the applicable standards of the National Fire Protection Association.

### 7.8 Storage of Materials

- A. No person shall keep or store material or equipment in such manner as to constitute a fire hazard or be in violation of applicable NEPA codes, standards and recommended practices, City, standard operating procedures, or operational directives of the City.
- B. Gasoline, kerosene, ethyl, jet fuel, ether lubricating oil, or other flammable gases or liquids, including those used in connection with the process of "doping" shall be stored in accordance with the applicable codes, standards, and recommended practices of NEPA. Buildings shall be provided with suitable fire appliances first aid equipment.
- C. No person shall keep, transport, or store lubricating oils on the Airport except in containers and receptacles designed for such purpose and in areas specifically approved for such storage in compliance with the applicable codes, standards and recommended practices of NEPA, FAA regulations, and the City.

## 7.9 Spill Cleanup Procedures

- A. The immediate cleanup and removal of materials used to clean up spilled or dripped fuel, oil, grease or other material is the responsibility of the aircraft operator or the tenant causing the spill. The operator will be responsible for all costs, including any Airport expenditures.
- B. Each loading/unloading station and each fueler shall have a supply of absorbent cleaning materials on hand to sufficiently clean fuel spills less than six (6) feet in any dimension.
- C. Any spill or dripped fuel, oil, grease or other material which is flammable or detrimental to the pavement shall be cleaned immediately.
- D. Spilled fuel, oil, grease or other material shall not be washed or flushed or allowed to flow into any storm drain system.

E. Materials utilized to clean up spilled fuel, oil, grease or other material shall not be disposed of in any container used for disposal of other non-contaminated trash, garbage, etc. Materials used to clean up fuel, oil, grease or other material shall be disposed of by approved methods in accordance with all Federal, State, and local, laws.

### 7.10 Prohibited Wastewater Discharge

- A. No person shall cause the discharge of any polluted water into the storm sewers or into watercourses that traverse the Airport. Persons who allow contaminants to enter the storm water system, either intentionally or unintentionally shall be liable for the cleanup of such spill and any fines levied.
- B. No user shall increase the use of processed water or in any way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with pollutant specific limitations developed by the City.

## 7.11 Duty to Notify

Primary responsibility for prevention and cleanup of spills rests with the individual airline, FBO, Person or other entity causing the spill. Persons involved with any hazardous material or chemical spill, regardless of the size or amount, shall immediately notify Airport Operations. Notifications should include the type of material spilled, amount, time, location, if contained, and any other pertinent information available. Additionally, if any claim, demand, action or notice is made against the person regarding the person's failure or alleged failure to comply with any environmental laws, the person shall immediately notify the Airport Manager and within twenty-four (24) hours submit a written report to the Airport Manager, and shall provide copies of any written claims, demands, actions or notices so made.

### 7.12 Motorized Ground Equipment around Aircraft

No person shall park motorized ground equipment near any aircraft in such a manner so as to prevent it or the other ground equipment from being readily driven or towed away from the aircraft in case of an emergency.

#### 7.13 Operating Motor Vehicles in Hangars

No person shall operate a motor vehicle in any hangar while occupied by aircraft unless its exhaust is protected by screens or baffles, as recommended by the NEPA.

### 7.14 Aircraft Electrical and Electrical Systems

- A. Radio transmitters and similar equipment in aircraft shall not be tested or operated within a hangar with dynamotors running unless all parts of the antenna system are at least one (1) foot removed from any other object. No aircraft shall be placed, at any time, so that any fabric-covered surface is within one (1) foot of an antenna system.
- B. No airborne radar equipment shall be operated or ground tested in any area on the Airport where the directional beam of high intensity radar is within (3000 feet of an aircraft fueling operation, aircraft fueling truck or flammable liquid storage facility, unless an approved shielding device is used during the radar operation.

### 7.15 Electrical Equipment and Lighting System

- A. Vapor or explosion-proof electrical equipment and lighting systems shall be used exclusively within hangars or maintenance shelters. No portable lamp assembly shall be used without a proper protective guard or shield over such lamp assemblies to prevent breakage.
- B. All power operated equipment or electrical devices shall be shut off when not in actual use.
- C. The aircraft electrical system shall be de energized on any aircraft upon which work is being done on the electrical system, within any hangar or structure, by disconnecting the battery or power source.

#### 7.16 Use of Cleaning Fluids

Cleaning of aircraft parts and other equipment should preferably be done with non-flammable cleaning agents or solvents. When the use of flammable solvents cannot be avoided, only liquids having flash points in excess of 100 degrees Fahrenheit shall be used and special precautions shall be taken to eliminate ignition sources in compliance with recommendations of the NFPA. Disposal of any cleaning fluids shall be in accordance with Federal, State and local guidelines.

### 7.17 Aprons, Buildings and Equipment

- A. All persons on the Airport shall keep all areas of their leased premises, or areas used by them, clean and free of oil, grease, and other flammable material. The floors of hangars and other buildings shall be kept clean and continuously kept free of rags, waste materials or other trash or rubbish. Approved metal receptacles with a self-extinguishing cover shall be used for the storage of oily waste rags and similar materials. The contents of these receptacles shall be removed regularly by person occupying space; drip pans shall be placed under engines and kept clean at all times; and clothes lockers shall be constructed of metal or fire-resistant material. Only approved boxes, crates, paints or varnish cans, bottles or containers shall be stored in or about a hangar or other buildings on the Airport. Solvents in drums shall have approved containment.
- B. No person shall use flammable substances for cleaning hangars or other buildings on the Airport.
- C. All drums containing any hazardous material including but not limited to oils, cleaning fluids, antifreeze, transmission fluid, etc. shall have secondary containment system in case of any spill or lose of material.

#### 7.18 Containers

- A. No tenant, lessee, or agent thereof doing business on the Airport, may keep uncovered trash containers adjacent to sidewalks or roads in a public area of the Airport.
- B. No person shall operate an uncovered vehicle to haul trash, dirt, or any other material on the Airport without prior permission of the Airport Manager.

C. No person shall spill dirt or any other materials from a vehicle operated on the Airport.

### 7.19 Repairing Aircraft

- A. No person shall repair an aircraft or aircraft engine, propeller, or other aircraft apparatus in any area of the Airport other than those areas specifically designed for such repairs, except that minor adjustments or repairs may be made while the aircraft is at an aircraft parking position prepared for departure.
- B. Aircraft repairs in storage areas of hangars shall be limited to inspections and replacements of parts and repairs incident thereto, provided such repairs do not involve appliances using open flames or heated parts.
- C. The starting or operating of aircraft engines inside any hangar is prohibited. This shall not be construed as prohibiting the use of tractors with NFPA approved exhaust systems when moving planes within any hangar.

## 7.20 Doping, Spray-Painting and Paint Stripping

- A. The use of "dope" (cellulose nitrate or cellulose acetate dissolved in volatile flammable solvents) within any hangars is prohibited. The process of doping will be carried out as set forth in NEPA Standards and City Code.
- B. For paint, varnish, or lacquer spraying operations, the arrangement, construction, ventilation and protection of spraying booths and the storing and handling of materials shall be in accordance with NFPA Standards and City Code.

### 7.21 Power Activated Tools

No person shall use explosive cartridge-activated tools or fastening devices anywhere on the Airport without prior written authorization of the Airport Manager.

#### SECTION 8 AIRPORT SECURITY

#### 8.1 Airport Security Program

All persons using the Airport are subject to the Airport Security Program pursuant to Transportation Security Administration Regulation (TSAR) Part 1542.

#### 8.2 Air Carriers

Air carrier tenants required to have a Transportation Security Administration approved Aircraft Operator Standard Security Program (AOSSP) shall maintain a current copy at the Airport.

#### 8.3 Challenge

All persons who are provided access to the Secure Area shall reasonably challenge any person not displaying proper identification media while in the Secure Area. Any person challenged to display an approved Airport identification media shall do so immediately upon request. Challengers are not expected to place themselves or others in a dangerous situation and shall

not approach when they feel making a verbal challenge would do so, but rather the challenger is obligated to notify Airport Operations in such instances.

#### 8.4 Doors and Vehicle Gates

- A. At no time shall any Secured Area access gate be left open and unattended in a manner that would allow unauthorized access.
- B. Security doors leading into the Secured Area shall have the appropriate signage and be kept locked as required by the Airport Security Program.
- C. Automated vehicle gates are for vehicle access only. No pedestrians shall use an automated vehicle gate for pedestrian access.
- D. Tenants shall be responsible for doors and gates located in their leased areas. Tenant security doors leading into the Secured Area shall be keyed to the Airport master keying system.
- E. Transient pilots are authorized to access pedestrian gates utilizing the airport access codes provided on the secure side and are not required to be under active escort of badged personnel.

### 8.5 Employee Access Investigation

Employee access investigations in accordance with TSAR Part 1542 and the Airport Security Program shall be conducted by employers for each employee. Certification of completion of the access investigation is required prior to issuance of any access materials.

### 8.6 Escorting

Any person with an Airport issued or approved identification badge may bring a non-badged person, including transient pilots and passengers, into the Airport Secured Areas and provide continuous escort if the non-badged person has a valid reason for being inside the Airport Secured Area. A continuous escort requires that the escorted person remain in close proximity to the Airport identification badge holder at all times while inside the Airport Secured Area. The Airport identification badge holder shall bear full responsibility for the actions of the person being escorted.

#### **8.7 General Aviation Aircraft**

General Aviation aircraft are prohibited from entering the air carrier terminal ramp areas of the Airport unless otherwise coordinated in advance with Airport Operations and the Federal Contract Tower.

### 8.8 Identification Media and Access Cards

- A. Identification media and access cards issued by the Airport are property of the Airport and shall be surrendered upon the request of Airport Operations personnel.
- B. No person shall loan or provide Airport identification media or access cards to anyone other than to whom the media was issued.

- C. Airport-issued or approved SIDA identification media shall be properly displayed on the outermost garment, above the waist, all times within the Airport Secured Area.
- D. Airport-issued or approved AOA identification media shall be on the Persons possession at all times but need not be displayed.
- E. Airport-issued or approved identification media shall not be mutilated or altered from its original form in any way, nor shall any such media be reproduced or copied in such a manner as to degrade the security of the identification system.
- F. Lost Airport-issued identification media shall be reported to Airport Operations immediately, failure to report lost identification media will result in suspension of access privileges.

### 8.9 Airport Secured Areas

Only those persons specifically authorized by Airport Operations with proper personnel and vehicle identification are allowed access to the Airport Secured Area, AOA or Security identification Display Area (SIDA) unless otherwise proved for under the Airport Security Program.

Pedestrians or motor vehicle operators that are observed in areas other than those designated for public use without authorization by the Airport Manager will be considered trespassing and subject to arrest.

### 8.10 Security Fence Line

A minimum clear area of five (5) feet should be maintained between the security fence line and any object that may be used to conceal persons along the fence line or that would aid any individual in gaining access to the Airport Secured Area unless specifically approved by the Airport Manager.

#### 8.11 Security Screening

All persons desiring to enter a sterile area are subject to security screening by TSA.

### 8.12 Tailgating/Piggy-Backing

No person or vehicle shall enter the Airport Secured Area through an access gate that was opened for an authorized person or vehicle unless under the direct escort and control of an authorized person. All person and vehicles using any airfield access gate shall ensure the gate is secured behind them prior to leaving the area to prevent unauthorized access.

#### 8.13 Tenant Security

Tenants and tenant employees are responsible for safeguarding doors, gates, and other forms of passageways between Airport Secured Areas and public areas. Tenants are responsible for safeguarding aircraft and other private property entrusted to their care within the Airport Secured Area or other locations on their leased premises.

## 8.14 Violation of Security Regulations

Violation of security regulations may result in the immediate revocation of security privileges and future entry into the Airport Secured Area may be denied. Any fines levied against the Airport for security violations will be charged to the offending individual and tenant. Fines may be levied to security violators and their employers per current Airport policy.

#### **SECTION 9 PENALITIES**

#### 9.1 Removal of Persons

Any person or persons who fail to leave the Airport or specified area thereof, or any person or persons who knowingly or willfully violate these rules and regulations or who refuse to comply therewith, after proper request to do so by an authorized representative of the City shall be subject to removal from and denial of access to the Airport for such period of time as may be specified by the Airport Manager. Person holding leases, permits or operating agreements with the City may also have their contract privileges terminated for such violations. Furthermore, such person shall be regarded as a trespasser upon Airport property and subject to civil and/or criminal charges for violations to other Federal, State, or local laws and regulations.

Activity	Airline Liability	Comprehensive General Liability (Aircraft/General Premises/ Products/ Operations) (Combined Single Limit)	Student/ Renter Liability	Hangar Keeper's Liability (Combined Single Limit)	Comprehensive Auto/Fuel Truck Liability (Combined Single Limit)	Environmental Impairment Liability (Each Occurrence)	Statutory Workman's Compensation Insurance	Other Requirements
Aircraft Sales		\$2,000,000		\$1,000,000			Required	
Aircraft Airframe/ Engine Maintenance & Repair		\$2,000,000		\$1,000,000		\$3,000,000	Required	
Aircraft Rental		\$2,000,000		\$1,000,000			Required	
Air Cargo Operator		\$5,000,000			\$5,000,000		Required	
Airline Operator 20-59 Seats	\$50,000,00 0	\$5,000,000		Per Equipment Value	\$5,000,000		Required	
Airline Operator 60-99 Seats	\$100,000,0 00	\$5,000,000		Per Equipment Value	\$5,000,000		Required	
Airline Operator 100+ Seats	\$150,000,0 00	\$5,000,000		Per Equipment Value	\$5,000,000		Required	
Flight Training		\$2,000,000	\$100,000 Combined Single Limit; Passenger Limited to \$100,000	\$1,000,000			Required	Student waiver of subrogation endorsement
Independent Flight Instructor		\$2,000,000	\$100,000 Combined Single Limit; Passenger Limited to \$100,000					Student waiver of subrogation endorsement

Activity	Airline Liability	Comprehensive General Liability (Aircraft/General Premises/ Products/ Operations) (Combined Single Limit)	Student/Renter Liability	Hanger Keeper's Liability (Combined Single Limit)	Comprehensive Auto/Fuel Truck Liability (Combined Single Limit)	Environmental Impairment Liability (Each Occurrence)	Statutory Workman's Compensation Insurance	Other Requirements
Fuels & Oil Dispensing		\$10,000,000		\$1,000,000	\$5,000,000	\$3,000,000	Required	
Specialized Aircraft Repair		\$2,000,000		\$1,000,000		\$3,000,000	Required	
Specialized Commercial Flying Services		\$2,000,000				\$1,000,000 for Aerial Applicator		
Special Events		\$2,000,000						Additional Coverage Required Per Event Type
Aircraft Charter & Commercial Operator		\$5,000,000		\$1,000,000			Required	
Aircraft Ground Handling		\$10,000,000		\$1,000,000	\$5,000,000		Required	
Vehicles Operating in AOA					\$2,000,000			

# 2015 La Crosse Regional Airport Schedule of Fees

## **Landing Fees**

Signatory Airlines \$2.50 / 1,000 pounds MGLW

Non-Signatory Airline \$3.75 / 1,000 pounds MGLW

Signatory Commercial \$2.50 / 1,000 pounds MGLW

Non-Signatory Commercial >12,500 lbs \$3.75 / 1,000 pounds MGLW

GA \$0.00

Signatory Cargo (utilizes FBO or has

Airport agreement)

\$3.00 / 1,000 pounds MGLW

Non-Signatory Cargo \$3.75 / 1,000 pounds MGLW

## **Fuel Flow Fees**

Signatory \$0.00

Non-Signatory \$0.07 (\$0.01 to marketing fund)

### **Terminal Fees**

Signatory Airlines \$48.04 / square foot

Non-Signatory Turn Fee \$278.57

(\$771,646.21 / 2,770 operations)

Server Rack Space \$0.00 tenants with lease agreement

Airline – ½ rack

Non-Airline – ¼ rack

\$100/month 1/4 rack for tenants with no lease

\$300/month ½ rack for tenants with no lease

## Adopted 3/16/2015

\$200/month for \( \frack \) upgrade

Antennas \$0.00 tenants with lease agreement or rack rental

for up to 2 antennas

\$25.00/month for additional antennas or for no lease

Conference Room \$35.00 non-tenants up to 2 hours

\$15.00 non-tenants each additional hour

\$10.00 with restaurant purchase

\$20.00 conference phone use

\$15.00 digital screen use

\$0.00 tenants

**Ramp Fees** 

Tie Down \$0.00 - less than 30 days

\$2.00 - more than 30 days - daily

\$35.00 - more than 30 days - monthly

**Parking** 

Long Term Free first 20 minutes

\$2.00 first hour / \$1.00 each additional hour

\$7.00 daily per day

Short Term Free first 20 minutes

\$2.00 first hour / \$1.00 each additional half hour

\$10.00 daily per day

Employee Lot \$0.00 terminal employees

\$250.00 year non-signatory flight crew

\$190.00 year signatory flight crew

Lost Parking Badge \$20.00

## Land (Current Tenants/Outside of Contract) (Aug CPI adjusted in January)

Unimproved Land \$0.050 per square foot per month

Improved Land (250% of unimproved) \$0.125 per square foot per month

Parking Spaces \$20.67 per month per space

## Land (New Lease Rate) (Aug CPI adjusted in January)

Land \$0.300/sq ft

Ramp (Additional to Land) \$0.450/sq ft

## **Badging**

New SIDA Badge \$81.00 airport CHRC code

\$54.00 employer CHRC code

New AOA Badge \$50.00

\$5.00 CAP Cadets and Volunteers

Replacement SIDA/AOA Badge \$30.00 expired

\$5.00 expired CAP Cadets and Volunteers

\$0.00 fair wear and tear

\$30.00 lost or stolen – 1<sup>st</sup> occurrence

\$100.00 lost or stolen – 2<sup>nd</sup> occurrence

\$150.00 lost or stolen – 3<sup>rd</sup> occurrence

Loss of privileges – 4<sup>th</sup> occurrence

Lost then returned – fee returned minus \$30.00

Airport Manager may grant variances

Adopted 3/16/2015

Supplies \$0.00 – replacement lanyard or cover

\$10.00 – arm band

**Security Violation** 

First violation \$50.00 – requires re-training

Second violation \$250.00 – requires re-training and three day

Suspension of access privileges

Third violation \$500.00 – access privileges are revoked

**Keys** 

New Key \$0.00

Lost Key \$50.00

Lost Master  $$250.00 + \cos t \text{ or e-core}$ 

Re-Core \$40.00 single door

\$60.00 double sided door

Keys with Re-Core \$15.00 each

Misc.

ARFF Index Increase Actual Cost + 15%

**Fuel** 

Diesel/Gasoline Cost + 15%

**Permits** 

Aerial Applicator \$250.00 – new

\$200.00 - renewal

Flying Club \$20.00 – new

\$0.00 - renewal

Independent Flight Instructor Permit \$20.00 – new

\$10.00 - renewal

# Adopted 3/16/2015

Off-Airport Rental Car Operator Permit \$100.00 – new

\$50.00 - renewal



# Terminal Signage and Appearance Standards Guidelines

Amended October 31, 2014

### 1. General Terms

# a. Signage Installations

i. Per lease agreements all signage shall be submitted to the Airport Manager for approval prior to installation. Signage shall meet the intent of this document prior to submittal for approval. Variances from these sign design standards shall be submitted to the Airport Manager using the variance form in Appendix A.

### b. Visible Installations

i. Any device, item, box, rack, shelve, sign, picture, frame, or other visible item which is permanently or temporarily installed in any area of a tenants leased space which is visible to the public shall be in accordance with this document and shall be submitted to the Airport Manager for approval prior to installation.

### c. Standards Intent

- The intent of this document is to clearly define visible design standards to ensure a consistent architectural feel to the terminal building and to maintain a professional atmosphere for the general public to enjoy.
- ii. It is not the intent of this document to prohibit terminal tenants from conducting necessary business functions. Variances to this documents standards can be requested from the Airport Manager utilizing the variance form in Appendix A.

### d. Violation of Standards

i. Violation of the design standards set forth in this document shall be remedied immediately by the tenant at their sole expense and no later than 10 days from the time of notification of said violation. Any damage to exterior surfaces caused by said violation shall be remedied within 30 days from the time of notification at the tenant's sole expense.

### e. Public Areas

 No signage, kiosks, displays, materials, or other trade fixtures shall be allowed within the non-leased public areas of the building at any time or for any purpose without the express written permission of the Airport Manager.

### f. Offensive Displays

- i. At no time shall any offensive display or trade fixture be visible within the terminal building.
- ii. Offensive displays may include, but are not limited to; derogatory terms, explicit images or words, discriminatory language or images, demeaning other vendors' products or services, or anything deemed inappropriate by the Airport Manager.

### g. Image Quality

i. All images must be properly sized for the application. No distortion, stretching, pixilation, or other visual issues are allowed.

### 2. Airport Information Displays

a. The airport may provide tenants with information display screens for tenants use within their leased space.

- b. Tenants may be provided web based access portal to update certain portions of information display screens in accordance with this document.
- c. Tenants shall at no time display information on their screens that does not meet the intent of this document, the Airport reserves the right to temporarily disable screens in violation of this document until said time that the violation is corrected.
- d. All logos shall conform to the requirements of this document.

### 3. Stanchions Guidelines

a. All stanchions shall be in good order and shall be constructed of stainless steel or similar poles. Signage is allowed on the top of stanchions but shall conform with the guidelines set within this document.

### 4. Airline Check-in Counter Areas – Standards

- a. The following items are allowed to free-stand on the counter but must be presentable and of good quality:
  - i. Writing utensils
  - ii. Baggage tags
  - iii. Regulatory required signage
  - iv. Passenger information brochures
  - v. Point of sale terminals
  - vi. Business cards
- b. No information including branding or devices shall be wall-hung.
- c. Required baggage and regulatory signage may be adhered in a non-destructive manner to the areas immediately adjacent to the baggage scales. Additionally, scale displays shall be provided.
- d. No signage shall be adhered to the front/public side of the check-in counters.
- e. Monitors installed at the counter shall be the same brand and size as each other.
- f. Digital signage shall comply with the standards set in **Exhibit A3**.

### 5. Airline Self Service Kiosks – Standards

- a. Self-service kiosks shall be installed in Airport provided locations.
- b. Kiosks shall be of good visual quality and must be adhered in a manner that avoids potential for tipping or sliding.
- c. Information displays may be adhered to the kiosks but shall be maintained to be visually appealing.

### 6. Car Rental Counter Areas – Standards

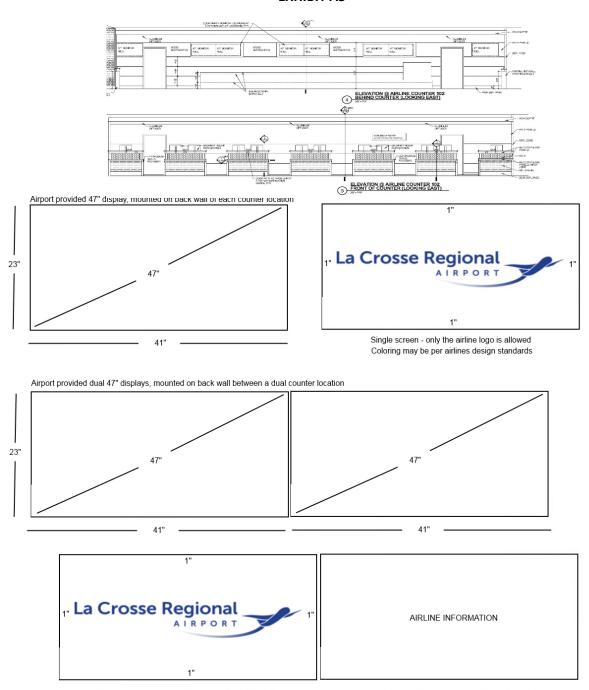
- a. The following items are allowed to free-stand on the counters but must be presentable and of good quality:
  - i. Contracts
  - ii. Cars available signs
  - iii. Club signs
  - iv. Writing utensils
  - v. Terms of sale signs
  - vi. Business cards
  - vii. Point of sale terminals
  - viii. Brochures
- b. The following items are allowed to be wall-hung on the Southern wall of the tenant's space. No more than two items shall be hung at any time and the items must be presentable and of good quality:
  - i. Custom plaques
- c. Tenant shall install their non-lit proprietary logo on the northern wall of the tenant's space. Logo or combination of logos may be no larger than 4' wide by 3' tall in total, must be centered on the wall, must be approved by Airport Management prior to install, and any wall penetrations must be fixed at the conclusion of utilizing the space.
- d. Tenant shall be allowed to install a custom metal engraved placard for the key box location provided at the counter unless another method is established by the Airport.
- e. Monitors installed at the counter shall be the same brand and size as each other.
- f. Key boxes are prohibited on walls and should be built into the counter inserts or stored in the back office area.
- g. Digital signage shall comply with the standards set in **Exhibit A5**.
- 7. Restaurant Areas Standards
  - a. Digital signage shall be utilized for an ordering board.
  - b. The following items are allowed on tables and bars located within the public lobby:
    - i. Condiments
    - ii. One table tent with product information per table or bar seat location
    - iii. Menus
    - iv. Customer surveys
  - c. The following items are allowed on the walls within the restaurant premises:
    - i. Photographs
    - ii. Art
    - iii. Merchandise displays and racks
  - d. Televisions within the tenant space shall be utilized for appropriate television channels including news, sports, prime-time shows, and other non-offensive shows.
- 8. TSA Checkpoint Area Standards
  - a. Airport digital signage shall be available for TSA information; TSA shall submit desired information to the Airport Administration for implementation.

- b. No signage shall be installed on walls without the permission of the Airport Manager.
- c. The following signage is allowed within the security checkpoint and shall be installed on stand-a lot sign holders or station sign holders:
  - i. Regulatory required signage
  - ii. Customer calming signage
  - iii. Public information signage

### 9. Gate Podium Areas – Standards

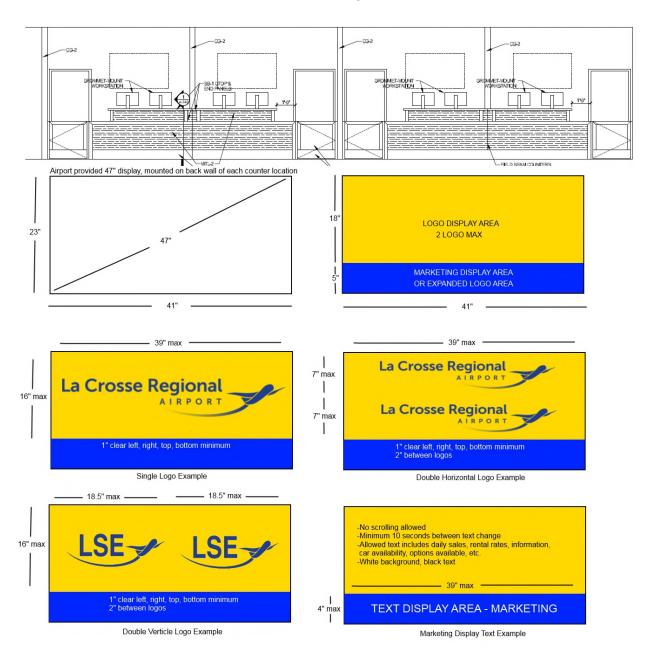
- a. Gate podiums are joint-use/preferential use and shall be free of permanently installed equipment. Computers, printers, scanners, and trade goods shall be acceptable for each airline intending to utilize each podium.
- b. The following items are allowed to free-stand on the counter but must be presentable and of good quality:
  - i. Writing utensils
  - ii. Self-baggage tags
  - iii. Regulatory required signage
  - iv. Passenger information brochures
  - v. Point of sale terminals
  - vi. Baggage scanners and displays
  - vii. Business cards
- c. No information, branding or devices shall be wall-hung.
- d. Regulatory required signage shall be provided utilizing a free-standing sign holder.
- e. No signage shall be adhered to the front/public side of the check-in counters.
- f. Digital signage shall comply with the standards set in **Exhibit A8**.

### **EXHIBIT A3**

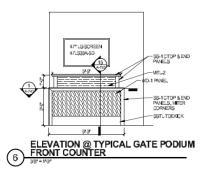


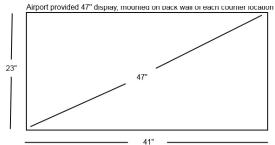
Dual screen - airline logo shall be presented on the left hand side screen, airline information may be presented on the right hand side screen Coloring may be per airlines design standards. Acceptable airline information shall include FIDS, weather, and destination information

### **EXHIBIT A5**



# **EXHIBIT A8**







Either airline logo, gate information, or a combination may be displayed.

# LA CROSSE REGIONAL AIRPORT LA CROSSE, WI

# PEDESTRIAN & VEHICLE OPERATORS TRAINING MANUAL

# **TABLE OF CONTENTS**

<b>SECTION</b>	TITLE
1 2	Preface Definitions and General Information Definitions
	Authorized Ground Vehicles Authorized Vehicle Operators
	Ground Vehicle Communications
	Pedestrian and Vehicle Access
	Vehicle Operator Regulations
	Accidents
	Speed Limits
	Permit Fee
	Carrying of Permits Consequences of Non-Compliance
3	Airport Marking Aids and Signs
3	Airport Marking Aids & Lights
	Airport Signs
4	Operating in Airport Movement Areas
	General
	Operating Guidelines
	Operating During Poor Weather and/or Low Visibility
	High Alert Areas FOD
	Right-Of-Way
	Runway Incursions & Surface Incidents
5	Operating in Airport Non-Movement Areas
-	The Non-Movement Area
6	Radio Communication Phraseology and Techniques
	General
	Audio Technique
	Contact Procedures
	Phraseology
7	Air Traffic Control Tower Signals
7	General Airport & Aircraft Operations General
	Communication & Traffic Patterns
	Communication & Traine Latterns

Exhibit A: Airport Gate Locations Exhibit B: Movement/Non-Movement Areas

Exhibit C: RWY 18 POFZ

Exhibit D: Airport Traffic Pattern Exhibit E: Airport Hot Spot

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# **PREFACE**

# DEVIATION TO THE VEHICLE OPERATORS TRAINING MANUAL

# A. <u>DEVIATION</u>

In an emergency situation requiring immediate action for the protection of life or property, deviation from this manual, to the extent required to meet the emergency, is authorized.

# B. REPORT

In the event of a deviation, the deviator must submit a report, in writing, stating the nature, extent, and duration of the deviation to the Airport Manager's Office within 48 hours.

# **DEFINITIONS AND GENERAL INFORMATION**

# A. <u>DEFINITIONS</u>

- 1. Accident A collision between one aircraft or vehicle and another aircraft, vehicle, person or object that results in property damage, personal injury, or death.
- 2. Air Carrier Ramp An apron for commercial air service carriers. Only authorized personnel and vehicles with an active Security Identification Display Area (SIDA) badge may operate on this ramp. Private vehicles and aircraft are prohibited from operating on the ramp.
- 3. Air Operation Area (AOA) Those areas which encompass the runways, taxiways and other areas of the airport utilized for taxing, takeoff, and landing of aircraft including ramps/aprons and parking areas.
- 4. Air Traffic Control Tower (ATCT) A facility that uses primarily air to air/ground communications to provide air traffic control services to aircraft and vehicles operating in the vicinity of an airport or on the movement area. Authorizes all vehicles and aircraft in and out of the Movement Area.
- 5. Aircraft Any device that is used or intended to be used for flight in the air.
- 6. Airport (LSE) La Crosse Regional Airport Facility owned and operated by the City of La Crosse, including all improvements and equipment; existing or to be developed.
- 7. Apron (aka Ramp) A defined area on an airport or heliport intended to accommodate aircraft for the purposes of parking, loading and unloading passengers and cargo, refueling, and/or maintenance.
- 8. Common Traffic Advisory Frequency (CTAF) A designated air band radio frequency used for coordination of air and ground vehicle operations in an environment that is not under the direct control of an Air Traffic Control Tower. The CTAF frequency at LSE is 118.45 when the tower is closed.
- 9. Fixed Based Operator (FBO) A person, firm or organization engaged in a business that provides a range of basic services to general aviation. Services may include: the sale and dispensing of fuel, line services, aircraft parking and tie-downs, pilot and passenger facilities, airframe and power plant maintenance, aircraft sales and rentals, and pilot instruction.
- 10. Foreign Object Debris (FOD) A substance, debris, or article foreign to an aircraft, vehicle, or system that has the potential to cause damage.

- 11. General Aviation (GA) The portion of civil aviation that encompasses all facets of aviation except carriers holding certificates of public convenience and necessity.
- 12. ILS Critical Area An area provided to protect the signals of the runway localizer and glideslope.
- 13. Jet Blast/Prop Wash jet engine exhaust or propeller turbulence.
- 14. Light Gun signaling device that emits a bright narrow bean of white, green, or red light, as selected by the tower controller. The color and type of light transmitted can be used to approve or reject anticipated pilot or vehicle actions where radio communication is lost or unavailable. The light gun is used for controlling traffic operating in the vicinity of the airport and on the airport movement area.
- 15. Mobile Fueler A vehicle owned and/or operated by authorized agents to pump and dispense aviation fuels at the Airport. This may include fuel tankers, in-to-plane fueling pumpers, and hydrant carts.
- 16. Movement Area All areas under positive control of the La Crosse ATCT, requiring communication with ATC personnel. All vehicles operating on a designated movement area must be identified and equipped with an amber beacon, a two-way radio and in contact on tower frequency or be escorted by a vehicle with a two-way radio in contact with the tower.
- 17. Non-Movement Area Those areas in the AOA not under control by ATCT. Vehicles operating in these areas are not required to be radio equipped or have special vehicle markings. Aircraft have the right of way in these areas and pedestrians and vehicles operating in the non-movement area are required to give way to all aircraft while in these areas. The non-movement areas are designated by a dashed and solid yellow line.
- 18. Pedestrians Any person located on the airfield that is not in an aircraft or ground vehicle. Vehicle operators away from their vehicle for any amount of time are also considered pedestrians.
- 19. Restricted Area Areas of the Airport posted to prohibit or limit entry or access by the general public. All other areas than public areas.
- 20. Runway A defined rectangular area on a land airport prepared for the landing and takeoff run of aircraft along its length.
- 21. Runway Incursion Any occurrence at an airport, with an operating control tower, involving: an aircraft, vehicle, person, or object on the ground creates a collision hazard or results in loss of separation with an aircraft taking off, intending to take off, landing, or intending to land.

- 22. Runway Safety Area (RSA) A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway.
- 23. Surface Incident Unauthorized or unapproved movement within the designated movement area (excluding runway incursions) or an occurrence in that same area associated with the operation of an aircraft that affects or could affect the safety of flight.
- 24. Taxiway Those parts of the airside designated for the surface maneuvering of aircraft to and from the runways and aircraft parking areas.
- 25. Tie Down Area An area used for securing aircraft to the ground.
- 26. Uncontrolled Airport An airport without an operating air traffic control tower or when the airport ATCT is not operating.
- 27. UNICOM A non-federal communication facility that may provide airport information at certain airports. Locations and frequencies of UNICOMs are shown on aeronautical charts and publications.
- 28. Vehicle All conveyances, except aircraft, used on the ground to transport persons, cargo or equipment.
- 29. Wake Turbulence A phenomenon resulting from the passage of an aircraft through the atmosphere. The term includes vortices, thrust stream turbulence, jet blast, jet wash, propeller wash, and rotor wash both on the ground and in the air.

# B. <u>AUTHORIZED GROUND VEHICLES</u>

Ground vehicles, authorized by the Airport Manager or designated representative to operate on movement areas and safety areas at the La Crosse Regional Airport are limited only to those vehicles necessary for Airport Operations and include, but are not limited to the following types of vehicles:

- 1. La Crosse Regional Airport and City of La Crosse owned vehicles equipped with a rotating beacon or strobe light and radio for communication with Air Traffic Control Tower (ATCT) and aircraft after ATCT hours.
- 2. FAA Tech OPS vehicles.
- 3. Fixed Base Operator vehicles (FBO), to include mobile fuel trucks (**limited to Apron Areas only**), tractors and other support vehicles as needed.
- 4. Airline tugs, tractors and other motorized vehicles. These vehicles are limited to the apron areas unless an operational duty (i.e. deicing, towing, etc...) requires use of a

Movement Area. Escorts will be given to these vehicles on Movement Areas to provide communication with ATCT.

- 5. Construction vehicles operating under airport procedures for construction purposes.
- 6. Any other vehicle requiring access to movement areas and safety areas when escorted by a properly equipped airport vehicle.

# C. <u>AUTHORIZED VEHICLE OPERATORS</u>

- 1. Any person with a need to operate a ground vehicle in the Air Operations Area (AOA) must obtain a valid state driver's license from any state of the United States and complete the La Crosse Regional Airport Driver's Training Program.
- 2. Only persons that have completed the La Crosse Regional Airport Driver's Training process and hold a current LSE SIDA badge have access to work in or pass though the Airport Restricted Area located on the air carrier ramp. If Operator does not possess a LSE SIDA badge they must be escorted by approved airport staff.

# D. GROUND VEHICLE COMMUNICATIONS

All vehicles operating on Movement Areas and safety areas are required to be equipped with a two-way radio allowing communications on ground control frequency (121.8) and, (Tower/CTAF) Common Traffic Advisory Frequency (118.45). Vehicles operating in the Non-Movement Area only are not required to have radio communication capability.

# E. PEDESTRIAN & VEHICLE ACCESS CONTROL

- 1. There are five main vehicle gates at which entrance into the air operations area (AOA) can be gained to the Airport from the landside. (See Exhibit A)
  - <u>Gate 1</u>: Electronic operated gate located adjacent and south of the terminal facility. This gate is primarily used for Airport personnel.
  - Gate 19: Electronic operated gate located on Fisherman's Road. This gate is primarily used by T-Hangar tenants.
  - <u>Gate 20</u>: Electronic operated gate located adjacent and south of the Airport Fuel Farm Facility. This gate is primarily used by T-Hangar tenants.
  - <u>Gate 22</u>: Electronic operated gate located adjacent and south of the Maintenance/SRE Building. This gate is primarily used by Airport personnel and T-Hangar tenants.
  - <u>Gate 32</u>: Electronic operated gate located adjacent and south of Colgan Air Service. This gate is primarily used in the day to day operations of the FBO.

- 2. In addition to the 5 main access gates, there are an additional 37 locked pedestrian and vehicle gates around the rest of the airfield. They will not be used for normal access, instead only in cases of emergency, construction, or as need arises. (See Exhibit A)
- 3. Guests of an airport tenant may be escorted or provided limited access to their respective aircraft parking area. Responsibility rests with the sponsor tenant.
- 4. Construction and special projects personnel will be required to obtain an AOA badge either for non-movement or both movement and non-movement areas. Once permit has been acquired, gate access will be assigned by Airport Police/Fire.

# F. <u>VEHICLE REGULATIONS</u>

- 1. No vehicle shall be operated on the AOA unless it has proper registration as deemed legal by any official state Department of Transportation or is a qualified off-road vehicle that is not normally operated on public streets but has received the approval of the La Crosse Regional Airport.
- 2. All vehicles operated on the airside must have vehicle liability insurance as required by the State of Wisconsin.
- 3. The La Crosse Regional Airport must approve tenant vehicles operated on the movement area.
- 4. Carts or pieces of equipment being towed or carried after darkness must have side and rear reflectors or rear lights.
- 5. No vehicle shall be permitted on the AOA unless
  - a. It is properly marked, as outlined in FAA Advisory Circular 150/5210-5, Painting, Marking, and Lighting of Vehicles Used on an Airport. (not required for contractors or as so approved by Airport Management)
  - b. It is in sound mechanical condition with unobstructed forward and side vision from the driver's seat.
  - c. It has the appropriately rated and inspected fire extinguishers (service vehicles and fuel trucks).
  - d. It has operable headlamps and brake lights.
- 6. Vehicles operating on the movement area shall be equipped with operating amber rotating beacon or equivalent and/or a white and orange checkered flag. Emergency vehicles may operate with a red rotating beacon or equivalent.

# G. <u>VEHICLE OPERATOR REGULATIONS</u>

- 1. All applicants must satisfactorily complete the applicable driver's training class before receiving AOA driving privileges.
- 2. All applicants must pass the written test with a grade of at least <u>ninety percent</u>. Applicants who do not pass the written test may retake the test after additional study and a one day period.
- 3. Applicants for movement area driving privileges shall be required to successfully complete an airside driving test by a designated representative of La Crosse Regional Airport.
- 4. No vehicle shall be operated on the AOA unless
  - a. The driver is authorized to operate the class of vehicle, and
  - b. The driver has been authorized by Airport Management to operate on the AOA.
- 5. No vehicle shall pass another ground vehicle in a designated vehicle roadway, except emergency vehicles in the process of emergency operations.
- 6. No vehicle shall pass between an aircraft and passenger terminal or passenger lane when the aircraft is parked at a gate position except those vehicles servicing the aircraft. All other vehicles must drive to the rear of the aircraft and shall pass no closer than 20 feet from any wing or tail section.
- 7. Moving aircraft and passengers enplaning or deplaning aircraft shall always have the right-of-way over vehicular traffic. Vehicle drivers must yield the right-of-way.
- 8. No vehicle operator shall enter the movement area
  - a. Without first obtaining permission of the La Crosse Regional Airport and clearance from the ATCT to enter the movement area;
  - b. Unless equipped with an operable two-way radio in communication with the ATCT; or
  - c. Unless escorted by a La Crosse Regional Airport vehicle and as long as the vehicle remains under the control of the escort vehicle.
- 9. No person shall
  - a. Operate any vehicle that is overloaded or carrying more passengers than for which the vehicle was designed.
  - b. Ride on the running board or stand up in the moving vehicle.
  - c. Ride with arms or legs protruding from the vehicle except when the vehicle was designed for such use.
- 10. A vehicle guide person is required whenever the vision of the vehicle operator is restricted.

- 11. No mobile fueler shall be brought into, stored, or parked within 50 feet of a building. Fuel trucks must not be parked within 10 feet from other vehicles.
- 12. Container carriers and tugs shall tow no more carts, pods, or containers than are practical, under control, tracking properly, and safe.
- 13. When not serving aircraft or undertaking their intended functions, ramp vehicles and equipment shall be parked only in approved areas.
- 14. Vehicle operators shall not operate or park vehicles under any passenger loading bridge.
- 15. No person shall
  - a. Park a vehicle in an aircraft parking area, safety area, or in a manner that obstructs or interferes with operations in the aircraft movement area or apron area.
  - b. Park, or leave unattended, vehicles or other equipment that interfere with the use of a facility by others or prevent movement or passage of aircraft, emergency vehicles, or other vehicles or equipment.
  - c. Park a vehicle or equipment within 10 feet of a fire hydrant or in a manner that prohibits a vehicle from accessing the fire hydrant.
  - d. Operate a vehicle or other equipment within the AOA under the influence of alcohol or any drug that impairs, or may impair, the operator's abilities.
- 16. Each vehicle operator using an airport perimeter (security) gate shall ensure the gate closes behind the vehicle prior to leaving the vicinity of the gate. The vehicle operator shall also ensure no unauthorized vehicles or persons gain access to the AOA while the gate is open. (Violators are subject to a PERSONAL fine)
- 17. Vehicle operators shall not operate vehicles in a reckless or careless manner. A reckless or careless manner is one that threatens the life or safety of any person and threatens damage or destruction to property.
- 18. Vehicles shall not enter the movement area or cross runways unless the operator has a necessity which cannot be obtained another way. Whenever possible, all airport vehicles shall utilize the airport perimeter and service roads to transition between areas on the airport.
- 19. Each vehicle operator is responsible for the activities of each vehicle passenger on the airside of the airport.

### H. ACCIDENTS

Operators of vehicles involved in an accident on the airport that results in injury to a person or damage to an aircraft, airport property, or another vehicle shall—

1. Immediately stop and remain at the scene of the accident.

- 2. Render reasonable assistance, if capable, to any person injured in the accident.
- 3. Report the accident immediately to the La Crosse Regional Airport Police and Fire at 608-789-7450 before leaving the scene, if possible.
- 4. Provide and surrender the following to any responding La Crosse Regional Airport personnel: name and address, state driver's license, and any information such personnel need to complete a motor vehicle accident report.

# I. SPEED LIMITS

No person operating or driving a vehicle on any aircraft ramp shall exceed a speed greater than **25 miles per hour**. Factors including, but not limited to, weather and visibility shall be taken into consideration when determining safe operating speed.

# J. CONSEQUENCES OF NON-COMPLIANCE

- 1. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of these Rules and Regulations or any part thereof is for any reason held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction or other competent agency, such decision will not affect the validity or effectiveness of the remaining portions of these Rules and Regulations.
- 2. Any person, who does not comply with any of the provisions of these Rules and Regulations, or any lawful order issued pursuant thereto, will be subject to progressive penalties for repeat violations. These penalties may include denied use of the Airport by Airport Management in addition to the penalties described pursuant to Federal, state, or local authorities.
- 3. Penalties for failure to comply with the Airside Vehicular Traffic Regulations shall consist of written warnings, suspension of airside driving privileges, and/or revocation of airside driving privileges. Receipt of **two written warnings** by an operator of a vehicle in any 12-month period will automatically result in suspension of airside driving privileges. Receipt of three written warnings in any 12-month period will automatically result in revocation of airside driving privileges.
- 4. Based on an evaluation of the circumstances or the severity of a particular incident or incidents, the La Crosse Regional Airport reserves the exclusive right to assess any penalty it deems appropriate at any time to any individual authorized to operate a vehicle on the airside without regard to prior operating history.
- 5. Suspension of airside driving privileges shall be no less than one calendar day and no greater than ten calendar days.

- 6. The La Crosse Regional Airport will provide a copy of all written warnings issued to an operator to the local manager of the company owning or in possession and control of the vehicle or vehicles involved in the violation(s).
- 7. The La Crosse Regional Airport shall require any individual involved in a runway incursion or other vehicle incident to complete remedial airfield driver training including a practical exam before be allowed to drive on the airfield.

# AIRPORT MARKING AIDS AND SIGNS

# A. AIRPORT MARKING AIDS & LIGHTS

- 1. In the interest of safety, regularity, and efficiency of aircraft operations the FAA has recommended for the guidance of the public, the following airport markings. These markings are compliant with Advisory Circular 150/5340-1 (current edition) *Standards for Airport Markings*.
- 2. **Runway Designators** Runway numbers and letters are determined from the approach direction. The runway number is the whole number nearest one-tenth the magnetic azimuth of the centerline of the runway, measured clockwise from the magnetic north.

The runways at our airport are numbered as follows:

Runway 13-31 Runway 18-36 Runway 03-21

- 3. Runway pavement markings are always white. The centerline of a runway is a broken white line; the edge of the runway is a solid white line. Other markings on runways are touchdown markings, fixed distance markings and threshold markings.
- 4. **Taxiway Marking** The taxiway centerline is marked with a continuous yellow line. Taxiway "**HOLD SHORT LINES**" (or Pattern A) consists of two continuous and two dashed lines, perpendicular to the taxiway centerline. HOLD SHORT LINES also consist of one or more signs at the edge of the taxiway, with white characters on a red sign face.
  - a. A driver shall not cross the HOLD SHORT LINES without ATCT clearance when instructed by ATCT to "HOLD SHORT OF a runway," the driver should stop so no part of the vehicle extends beyond the HOLD SHORT LINE. A vehicle exiting the runway is not clear until all parts of the vehicle have crossed the HOLD SHORT LINE. A picture of these markings is shown in *Figure 3-1*. In addition to hold short lines, the southern end of Taxiway Foxtrot entering Runway 36 has Runway guard Lights or "wig-wag" lights for additional hold short aid during inclimate weather.



Figure 3-1 Hold Short Markings

b. **Enhanced Taxiway Centerline Markings** will appear 150 feet before a runway hold line, as illustrated in *Figure 3-2*. These markings are intended to serve as an additional warning to flight crews that they are approaching the runway.

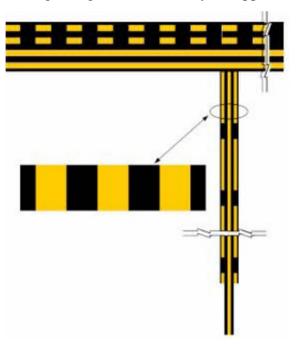


Figure 3-2 Enhanced Taxiway Centerline Markings

c. **Non-Movement Area Boundary Markings** consist of two yellow lines, 1 solid and 1 dashed (as shown in *Figure 3-3*). The solid line is located on the non-movement side, while the dashed line is located on the movement area side. A pedestrian or vehicle operator is not to cross from the sold line side without first contacting the ATCT and obtaining clearance to operate in the movement area.



Figure 3-3 Non-Movement Area Boundary Marking

# 5. Lighting-

- a. All taxiway edge lights are colored blue and located along the each edge of the taxiway.
- b. Runway lights are white, except the last 2000 feet of an instrument approach runway is colored yellow.
- c. Across the end of each runway there are threshold lights, these lights have a split lens, red on the departure end of the runway side and green on approach end of the runway side.

# **B. AIRPORT SIGNS**

- 1. The colors, sizes and locations of signs are important and depict required information in accordance with Advisory Circular 150/5340-18 (current edition) *Standards for Airport Sign Systems*. Be aware of the color sign you are looking at.
- 2. **Guidance Signs** (Direction & Destination) have a yellow background with black inscriptions and arrows. These signs direct pilots and drivers towards a particular area on the airport. They can be used to direct towards runways, other taxiways, ramps, etc. An example of a Guidance Sign is shown in *Figure 3-5*.



Figure 3-5 Guidance Sign

3. **Location Signs** are signs with black backgrounds and yellow inscriptions. These signs are located to inform pilots and drivers of the taxiway they are currently on. An example of a Taxiway Designation Sign is shown in *Figure 3-6*.



Figure 3-6 Taxiway Location Sign

4. **Mandatory Signs** have a red background with white inscriptions. Pilots and drivers should never go beyond these signs unless they have specific clearance to do so. When the Air Traffic Control Tower is not in operation, these signs are treated as stop signs and caution should be used to scan the area for traffic to ensure it is clear prior to proceeding. An example of a Hold Short Sign is shown in *Figure 3-7*.



Figure 3-7 Hold Short Sign

5. **Distance Remaining Signs** are black signs with white numerals located along the edge of the runway. This gives pilots the distance, measured in thousands of feet, remaining on the runway prior to reaching its end. An Example of a Distance Remaining Sign is shown in *Figure 3-8*.



Figure 3-8 Distance Remaining Sign

6. Runway Safety Area/Object free Zone (OFZ) and Runway Approach Area Boundary Signs are yellow signs with a black inscription that depicts the hold line marking found on the pavement (*Figure 3-9*). This sign is required to identify the boundary of a runway safety area/OFZ or the runway approach area of a nearby runway. Currently the location of this type of sign at the La Crosse Airport is on the south end of Foxtrot on the hold line for RWY 36, facing northbound. All vehicles and aircraft must clear this sign to be outside the safety areas for RWY 36 and RWY 03.

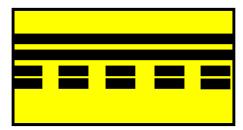


Figure 3-9 Distance Remaining Sign

7. All Airport Markings and Signs are not suggestions but required and shall be complied with at all times.

# **OPERATING IN AIRPORT MOVEMENT AREAS**

# A. GENERAL

- 1. Prior to a vehicle entering a movement area. The driver must first contact La Crosse Tower on 118.45 and request permission to enter the Movement Area. The Movement and Non-Movement Areas are identified as **Exhibit B**.
- 2. A vehicle towing an aircraft or ground support equipment on a taxiway or runway must request permission from the ATCT prior to commencing towing operations. To alleviate congestion on surfaces prior to requesting permission, the vehicle must be hooked up to the equipment or aircraft, and all employees in place and ready for towing.
- 3. Under no circumstances are any vehicles and/or pedestrians permitted on the Movement Area unless in an airport approved vehicle and properly equipped with a functioning air to ground radio, and the employee is trained and certified in proper operating procedures. Any other vehicle must be escorted by an approved vehicle that has communication with the ATCT.
- 4. Under no circumstances is an unattended vehicle to be left in a Movement Area or a pedestrian to enter a Movement Area without consent from ATCT.

# **B.** OPERATING GUIDELINES

- Operators of any radio-equipped vehicles on the Movement Areas must be trained and familiar with airport radio procedures prior to operating on movement areas. The vehicle rotating beacon, strobe light, or flag will be operated/displayed at all times while on Movement Areas.
- 2. The ATCT has overall control of ground vehicle traffic on the Movement Areas, and safety areas adjacent to the Movement Areas, during hours that ATCT is open. Vehicles must establish radio contact with ATCT and receive authorization prior to operating in these areas. (See paragraph 7 for guidelines when the ATCT is closed).
- 3. Vehicle operators shall not cross HOLD SHORT LINES or enter an active runway until authorized by the ATCT.
- 4. Access onto the Movement Area without appropriate coordination (see Paragraphs 2 & 7) can be investigated by the FAA as a possible violation of Federal Aviation Regulation (FAR) Part 139. Any vehicle operator involved in a runway incursion incident will be required to submit a written report to the Airport Manager's Office and subject to any and all retraining, fines, and/or revocation of privileges which may occur.
- 6. Aircraft have the right-of-way on all AOA surfaces. Vehicles and pedestrians are required to yield to all moving aircraft.

- 6. Movement Areas or areas adjacent to Movement Areas under construction will be closed to aircraft operations if possible. Construction equipment which must operate on active Movement Areas will be controlled by flagmen or a radio equipped escort vehicle. Operators on construction equipment will be briefed on their procedures for operating on or near Movement Areas. These procedures will only be in place if the affected area cannot be closed.
- 7. During periods when the ATCT is closed (9 p.m. until 6 a.m.), vehicle operators will announce their intentions on CTAF (118.45) prior to operating on the movement areas. Updated positions and intentions shall be rebroadcast on this frequency at minimum every 15 minutes.
- 8. If radio communications are lost with the ATCT when operating on movement areas, the vehicle operator will flash the vehicle headlights at the ATCT and wait for a light gun signal. If radio communications are lost while on an active runway the vehicle operator will exit on the next available taxiway and flash the vehicle headlights at the ATCT. You can contact the tower via company radio, cell phone, or wait for light gun signal procedures.
- 9. POFZ is defined as an area at the arriving runway threshold, at the arriving threshold elevation, and centered on the extended runway centerline, 200 ft long by 800 ft wide (400 ft each side of the centerline)See **Exhibit C**. This area is only in effect when all of the following operations conditions are met:
  - a. The runway has a vertically guided instrument approach (Runway 18)
  - b. The reported ceiling is below 250 ft and/or visibility less than ¾ statute miles (or RVR below 400 ft)
  - c. An aircraft is on final approach within 2 miles of the runway threshold.

ALL GROUND VEHICLES MUST REMAIN CLEAR OF THE POFZ DURING THE ABOVE CONDITIONS

# D. OPERATING DURING POOR WEATHER AND/OR LOW VISIBILITY

- 1. Vehicle operators should be constantly aware that during certain low visibility conditions the movement of aircraft and vehicles on airports might not be visible to the tower controller. This may prevent visual confirmation of a vehicle operator's adherence to taxi instructions. Operators should therefore exercise extreme vigilance and proceed cautiously under such conditions.
- 2. Of vital importance is the need for operators to notify the controller when difficulties are encountered or at the first indication of becoming disoriented. When vision difficulties are encountered operators should immediately inform the controller.

3. Dense fog can cause extremely low visibility and can hinder movement around the airport. Operations at this time should be kept to the bare minimum and based on immediate need only.

# **E HIGH ALERT AREAS**

The southern portion of Taxiway Foxtrot and Runway 36 has been designated as a high alert area. Aircraft and vehicles must exercise caution when moving near this area if proceeding to the ends runway 36 and/or runway 03. Follow all hold short instructions for Runway 36 before proceeding. Runway Guard Lights or "Wig-wag" lights have been installed to aid all vehicles and aircraft in identifying the runway and hold short markings during inclimate weather. See **Exhibit E**.

# F. FOD

FOD is foreign objects or debris on runways, taxiways, and safety areas. FOD may cause hazards to aircraft particularly those with jet engines. Precautions should be taken to make sure you and/or your vehicle don't add to the problem. Make sure that no trash is blown from the vehicle that you are driving. If FOD is seen anywhere on the airfield, make sure you take the time to notify Airport staff or if practical, remove immediately.

# G. RIGHT-OF-WAY

- 1. Moving aircraft shall have the right-of-way over vehicular traffic at all times. Vehicular traffic should not operate between parked aircraft and loading gates or any other building.
- 2. Emergency equipment shall have the right-of-way over vehicle traffic at all times. Vehicles will remain clear of any emergency situation unless authorized to so by response personnel.
- 3. Aircraft being towed also have the right-of-way over vehicular traffic at all times. These tugs however must yield to moving aircraft using the taxiway.

# H. RUNWAY INCURSIONS & SURFACE INCIDENTS

Runway incursions and surface incidents are a very serious matter that can cause injuries and fatalities to both drivers and pilots. Runway incursions and surface incidents can be avoided by following all of the aforementioned rules. Any occurrence at an airport involving the incorrect presence of an aircraft, vehicle, or person on the protected area of a surface designated for the landing and take-off of aircraft should exit the runway immediately and contact tower for further instructions. If the tower is not open exit the runway and contact Airport Police and Fire on CTAF or at (608) 792-0233.

# OPERATING IN AIRPORT NON-MOVEMENT AREAS

# A. THE NON-MOVEMENT AREA

- 1. Non-Movement areas include aprons, taxi lanes and other areas **not** under control of the ATCT. Anyone authorized to operate a motorized vehicle on the airside may do so on the non-movement areas without being in positive radio contact with the ATCT. These areas are depicted in **Exhibit B**.
- 2. Operating within the ramp areas requires the vehicle driver to exercise extreme caution as aircraft are always moving, aircraft passengers may be walking from an aircraft to the gate, and noise levels are high.
- 3. Vehicle drivers should
  - a. Never drive between safety cones or across delineated passenger walkways.
  - b. Watch cockpit blind spots—pilots typically cannot see behind or below the aircraft.
  - c. Avoid jet blast or prop wash, which can blow debris or overturn vehicles.
  - d. Be aware and avoid moving propellers that can cause damage, injury, or death.
  - e. Be aware of other vehicle movements—you may not hear them approaching due to aircraft engine noise.
  - f. Yield to aircraft, passengers, and emergency vehicles, which ALWAYS have the right-of-way on any portion of the airport.
- 4. When traveling on the apron, always use designated vehicle service roads. Driving close to buildings and around vehicles or aircraft is prohibited. This policy helps to establish a predictable order of vehicle movements in congested areas and helps to ensure their visibility to aircraft and other vehicles.
- 5. Parked aircraft may still have their engines running, so be aware of the hazards of jet blast or prop wash, which may overturn vehicles. Before an aircraft engine is started, the aircraft's red flashing beacons must be on. In some instances, propellers and engine spinners are marked to indicate when the engine is operating. A pilot's ability to maneuver quickly on the ground is limited. Propellers and jet engines can cause significant damage and injury to personnel. In addition, cockpit visibility prohibits the pilot from seeing under the nose or behind the aircraft and limits the pilot's ability to avoid ground vehicles.

# RADIO COMMUNICATION PHRASEOLOGY & TECHNIQUES

# A. GENERAL

- 1. Radio communications are a critical link in the ATC system. This link can be a strong bond between pilot/driver and controller or it can be broken with surprising speed and disastrous results. Discussion herein provides basic procedures for drivers and also highlights safe operating concepts for all.
- 2. The single, most important thought in driver-controller communication is understanding. It is essential therefore that drivers acknowledge each radio communication with ATC by using clear, concise, and exact language. Brevity is important and contact should be kept as brief as possible, but the controller must know what you want to do before he/she can properly carry out their control duties. And you the driver must know exactly what he/she wants you to do. Since concise phraseology may not always be adequate, use whatever words are necessary to get your message across.
- 3. All drivers will find the following information helpful in learning what certain words or phrases mean. Good phraseology enhances safety and is the mark of a professional. Jargon, chatter and "CB" slang have no place in ATC communication. The following information is the same glossary used in the ATC controller's handbook. It should be studied and reviewed from time to time to sharpen your communication skills.
- 4. Any vehicle driving on the movement areas **must** be in contact with the ATCT or capable of monitoring and transmitting on CTAF. Vehicle operators must always monitor the appropriate radio frequency when in the movement areas on controlled airports. Permission must be requested and clearance given prior to driving on any movement area. A vehicle that is equipped with an air-to-ground radio may escort vehicles without radios. When a movement area is closed for construction, vehicles may traverse that area without ATCT contact but must be escorted if their travels require them to cross an active movement area.

# **B. AUDIO TECHNIQUE**

- 1. Listen before you transmit. Except for a few situations where some frequency overlap occurs, if you hear someone else talking, the keying of your transmitter will be futile and you will probably jam their receivers causing them to repeat their call. If you have just changed frequencies, pause, listen and make sure the frequency is clear.
- 2. Think before keying your transmitter. Know what you want to say.
- 3. The microphone should be very close to your lips and after pressing the mic button, a slight pause may be necessary to be sure the first word is transmitted. Speak in a normal conversational tone.

- 4. When you release the button, wait a few seconds before calling again. The controller may be jotting down your number, looking for a flight plan, transmitting on a different frequency, or selecting his/her transmitter to your frequency
- 5. Be alert to the sounds or lack of sounds in your receiver. Check your volume, recheck your frequency and make sure that your microphone is not stuck in the transmit position. Frequency blockages can occur for extended periods of time due to unintentional transmitter operation. This type of interference is commonly referred to as a "stuck mike." and controllers may refer to it in this manner when attempting to assign an alternate frequency. If the assigned frequency is completely blocked by this type of interference, perform the following:
  - a. If you are located in a runway intersection, immediately proceed to the taxiways and clear the runway.
  - b. Immediately, after clearing the runway contact your supervisor by radio or phone and wait for instructions prior to proceeding. (Expect Light Gun Signals from the ATCT.)

# C. CONTACT PROCEDURES

- 1. Initial Contact:
  - a. The term "initial contact" or "call-up" means the first radio call you make to La Crosse Airport Tower Control. Use the following format:
    - ▶ Name of facility being called.

**EXAMPLE:** La Crosse Tower

- ▶ Your vehicle identification code.
  - EXAMPLE: Airport 30, or FAA 219, or Crash 1 etc...
- ► Your Location and your intentions.

EXAMPLE: On the East Ramp would like to cross RWY 31 on TWY A.

- b. Use discretion and do not overload the controller with information he/she does not need. If you do not get a response from the ATCT, recheck your radio by repeating the message. If still no response, contact your supervisor.
- 2. Subsequent Contact and Responses to Call-Ups from ATCT:

Use the same format as used for initial contact except you should state your message or request with the call-up in one transmission. The ground station name may be omitted if the message requires an obvious reply and there is no possibility for misunderstanding. You should acknowledge all call-ups or clearances unless controller advises otherwise.

### SAMPLE NOTIFICATION WITH ATCT

Airport Employee: La Crosse Tower, Airport 30.

ATCT: Airport 30, Go Ahead.

Airport Employee: Tower, Airport 30 on Terminal Ramp, clearance to cross runway 13-31

north on taxiway Foxtrot.

**ATCT**: Airport 30, proceed across Runway 13-31 via Hotel & Foxtrot. **Airport Employee**: Airport 20, Roger, proceeding across Runway 13-31.

**Airport Employee**: Tower, Airport 30, clear and holding short of Runway 13-31.

# 3. Correct Communications Procedures:

- a. Identify yourself
- b. Wait for ATCT to acknowledge you
- c. Advise ATCT of your present location and advise ATCT of your intentions
- d. ATCT will tell you if and where you are cleared to
- e. Acknowledge and repeat ATCT instructions
- f. Advise ATCT when completed
- g. Never do something or go somewhere unless you have permission

# D. PHRASEOLOGY

If you are unsure what the controller has said, or if you don't understand an instruction, you should ask the controller to repeat it. Good communication only occurs when each party knows and understands what the other is saying. The following are common phrases and terms used in everyday aviation:

What Is Said:	What It Means:		
Acknowledge	Let me know you have received and understand this message.		
Advise Intentions	Let me know what you plan to do.		
Affirmative	Yes.		
Correction	An error has been made in the transmission, and the correct version follows.		
Go Ahead	Proceed with your message only. (THIS IS NOT PERMISSION TO PROCEED!)		
Hold/Hold Short	Phrase used during ground operations to keep a vehicle or aircraft within a specified area or at a specified point while awaiting further clearance from air traffic control.		
How do you hear me?	Question relating to the quality of the transmission or to determine how well the transmission is being received.		
Expedite, Immediately or without delay	Phrase used by ATC when such action compliance is required to avoid an imminent situation.		
Negative	"No" or "permission not granted" or "that is not correct."		
Out	The radio conversation is ended, and no response is expected.		

Over My radio transmission is ended, and I expect a response.

Read Back Repeat my message to me.

Roger I have received all of your last transmission.

Stand By Means the controller or pilot must pause for a few seconds, usually to attend to other duties of a higher priority. Also means to wait as in "stand by for clearance."

The caller should reestablish contact if a delay is lengthy.

Unable Indicates inability to comply with a specific instruction, request, or clearance.

Request confirmation of information.

I have received your message, understand it, and will

Verify

Wilco

Phonetic Alphabet:

The International Civil Aviation Organization's (ICAO) phonetic alphabet is used by FAA personnel when communication conditions are such that the information cannot be readily received without their use. ATC facilities may also request drivers to use phonetic letter equivalents for identifying taxiways. Additionally, use the phonetic equivalents for single letters and to spell out groups of letters or difficult words during adverse communications conditions.

comply with it.

<u>CHARACTER</u>	<b>TELEPHONY</b>	PHONIC (PRONUNCIATION)	
A	Alfa	(AL-FAH)	
В	Bravo	(BRAH-VOH)	
C	Charlie	(CHAR-LEE) OR (SHAR-LEE)	
D	Delta	(DELL-TAH)	
Е	Echo	(ECK-OH)	
F	Foxtrot	(FOKS-TROT)	
G	Golf	(GOLF)	
Н	Hotel	(HOH-TEL)	
I	India	(IN-DEE-AH)	
J	Juliet	(JEW-LEE-ETT)	
K	Kilo	(KEY-LOH)	
L	Lima	(LEE-MAH)	
M	Mike	(MIKE)	
N	November	(NO-VEM-BER)	
O	Oscar	(OSS-CAR)	
P	Papa	(PAH-PAH)	
Q	Quebec	(KEH-BECK)	
R	Romeo	(ROW-ME-OH)	
S	Sierra	(SEE-AIR-RAH)	
T	Tango	(TANG-GO)	
U	Uniform	(YOU-NEE-FORM)	

V	Victor	(VIK-TER)
W	Whiskey	(WISS-KEY)
Y	Yankee	(YANG-KEY)
Z	Zulu	(ZOO-LOO)
1	One	(WUN)
2	Two	(TOO)
3	Three	(TREE)
4	Four	(FOW-ER)
5	Five	(FIFE)
6	Six	(SIX)
7	Seven	(SEV-EN)
8	Eight	(AIT)
9	Nine	(NIN-ER)
0	Zero	(ZEE-RO)

# E. AIR TRAFFIC CONTROL TOWER SIGNALS

- 1. The following procedures are used by the ATCT in the control of aircraft, ground vehicles, equipment, and persons not equipped with a functioning air-to-ground radio or if communication has been lost. ATCT personnel use a directive traffic control signal that emits an intense narrow light beam of a selected color (red, white, or green) when controlling traffic by light signals.
- 2. Although the traffic signal light offers the advantage that some control may be exercised over non-radio equipped vehicles, drivers and pedestrians should be cognizant of the disadvantages which are:
  - a. The pilot may not be looking at the control tower at the time the signal is directed toward him.
  - b. The directions transmitted by a light signal are very limited since only approval or disapproval of drivers anticipated actions might be transmitted.
- 3. A vehicle operator wishing to attract the attention of the control tower should turn on the vehicle's headlights and position, in the direction of the Air Traffic Control Tower, so that light is visible to the tower. The light should remain on or flashed on and off until appropriate signals are received from the tower.
- 4. The following are official Air Traffic Control Tower Light Gun Signals:

Color and Type of Signal	Movement of Vehicles, Equipment & Persons	Aircraft On The Ground	Aircraft In Flight
Steady Green	Cleared to Cross, Proceed	Cleared for Takeoff	Cleared to Land
Flashing Green	Not Applicable	Cleared to Taxi	Return for Landing (to be followed by steady green at the proper time)
Steady Red	STOP	STOP	Give way to other Aircraft and continue circling.
Flashing Red	Clear the Taxiway or Runway	Taxi Clear of the Runway	Airport Unsafe, Do Not Land
Flashing White	Return to Starting Point	Return to Starting Point	Not Applicable
Alternating Red and Green	Exercise Extreme Caution	Exercise Extreme Caution	Exercise Extreme Caution

To acknowledge tower transmission or light signals, face your vehicle toward the tower and flash your headlights on and off.

NOTE: It is policy that you do not operate in a movement area unless you have radio communication; however, if a radio malfunction occurs while in a movement area, notify your supervisor of the problems immediately when you enter the non-movement area.

#### GENERAL AIRPORT & AIRCRAFT OPERATIONS

#### A. GENERAL

This section is provided as general information to familiarize those employees who have no pilot training. It contains only minimum general information pilots use while flying.

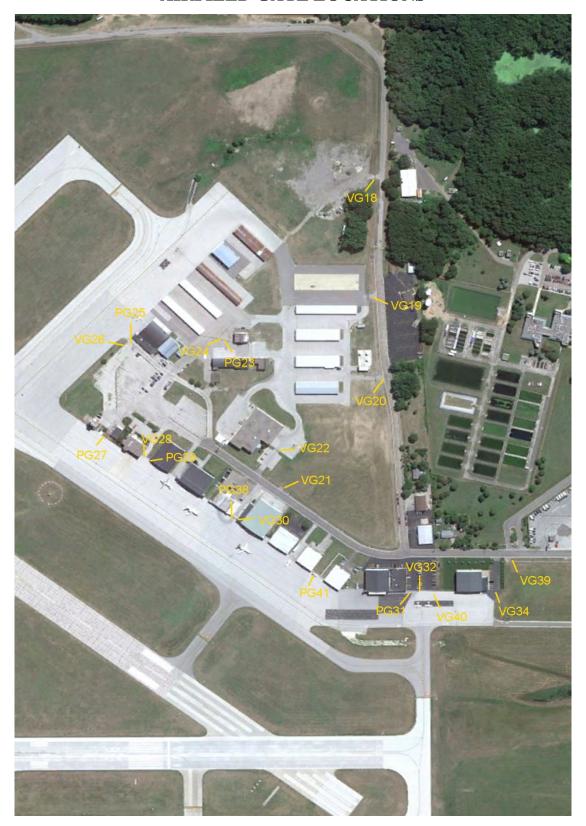
#### B. COMMUNICATION & TRAFFIC PATTERNS

- 1. When operating in La Crosse, traffic control is being exercised by the control tower from 6 a.m. until 9 p.m. During hours that the control tower is in operation pilots and vehicles are required to maintain two-way radio contact with the tower while operating within the airport traffic area unless the tower authorizes otherwise. During hours when the control tower is not in operation (9 p.m. until 6 a.m.) pilots will make self-announcements of their location in the vicinity on CTAF.
- 2. The following terminology for the various components of a traffic pattern has been adopted as standard for use by control towers and pilots (See **Exhibit D**):
  - a. <u>Upwind leg-</u> A flight path parallel to the landing runway in the direction of landing.
  - b. Crosswind leg- A flight path at right angles to the landing runway off its takeoff end.
  - c. <u>Downwind leg</u>- A flight path parallel to the landing runway in the opposite direction of landing.
  - d. <u>Base leg-</u> A flight path at right angles to the landing runway off its approach end and extending from the downwind leg to the intersection of the extended runway centerline.
  - e. <u>Final approach</u>- A flight path in the direction of landing along the extended runway centerline from the base leg of the runway.

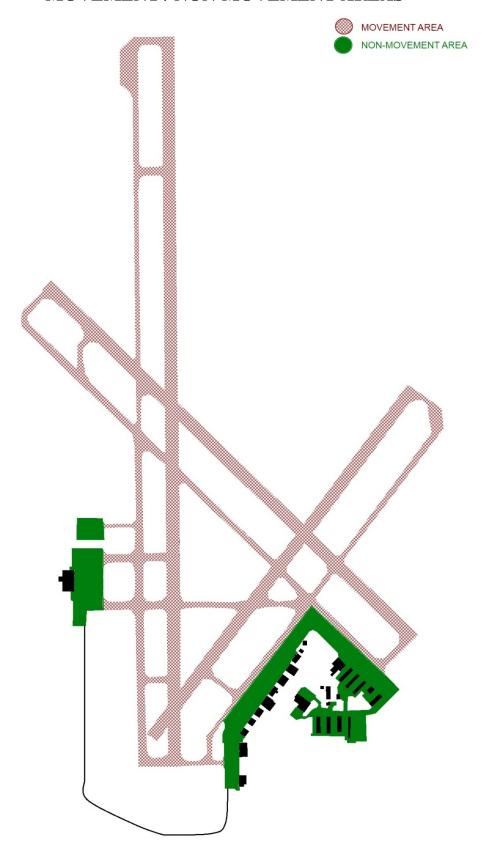
# AIRFIELD GATE LOCATIONS



## AIRFIELD GATE LOCATIONS



## MOVEMENT / NON-MOVEMENT AREAS

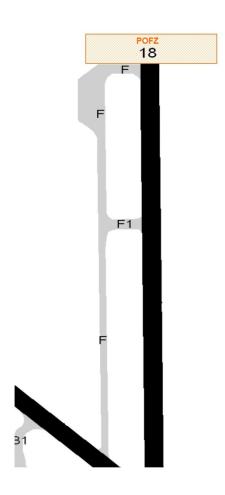


#### **RWY 18 POFZ**

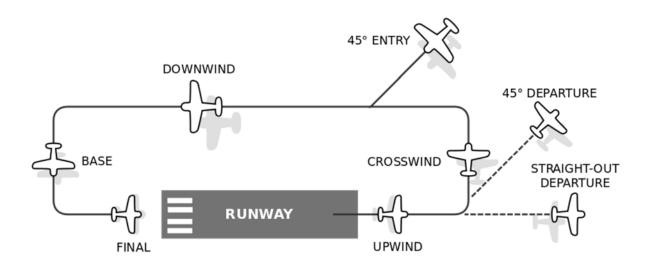
POFZ - The POFZ is defined as an area at the arriving runway threshold, at the arriving threshold elevation, and centered on the extended runway centerline, 200 ft long by 800 ft wide (400 ft each side of the centerline)See Exhibit C. This area is only in effect when all of the following operations conditions are met:

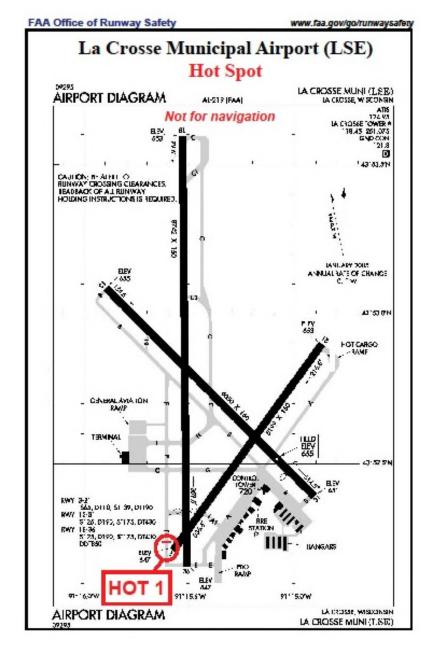
- a. The runway has a vertically guided instrument approach (Runway 18)
- b. The reported ceiling is below 250 ft and/or visibility less than ¾ statute miles (or RVR below 400 ft)
- c. An aircraft is on final approach within 2 miles of the runway threshold.

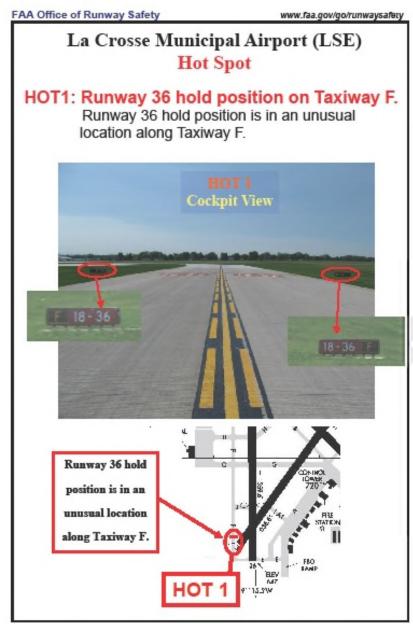
ALL GROUND VEHICLES MUST REMAIN CLEAR OF THE POFZ DURING THE ABOVE CONDITIONS



### COMMON AIRPORT LEFT-HANDED TRAFFIC PATTERN









# **PERMIT**

2850 Airport Road La Crosse, WI 54603 (608) 789-7464

# **SELF FUELING**

A) THIS SECTION TO BE COMPLET	ED BY APPLICANT IN II	NK		
Legal Last Name	Legal First Name		Legal Middle Name	
Hanner				
Hangar				
Mailing Address				
CV.		Cl.,.l.	7	
City		State	Zip	
Daytime Phone	Fax	E- <i>N</i>	Mail Address	
Requested Self Fuel (select all that apply)				
☐ Jet-A ☐ 100LL ☐ Mogas ☐ Other				
B) PERMIT TERMS  1. TERM: This Permit shall commence on the	ne date stated below for an ini	tial term of one (1)	year and will continue on a year-to-v	(egr
basis thereafter, unless otherwise terminate				Cui
2. SELF FUEL RULES: USER shall obey all Rule			RT in exercising its privilege of self-fue	eling.
USER shall only conduct self-fueling operat	_			
<ol> <li>FEES: Self-fueling under this Permit is sub 10th of the month preceding said fueling wi Airport.</li> </ol>				
3. LIABILITY: To the fullest extent allowable				
Crosse, its elected and appointed officials, all suits, actions, legal or administrative pro		<u> </u>	•	and
expenses of whatsoever kind or nature who indirectly caused or contributed to in whole				
the USER, or of anyone acting under its dire Permit, regardless if liability without fault is				
and hold harmless agreement shall not be the AIRPORT and/or City of La Crosse, its el	applicable to any liability ca	used by the sole fac	ult, sole negligence or willful miscond	
volunteers. This indemnity provision shall st	contra and appointed enterent	,,py		

C) THIS SEC	CTION TO BE COMP	LETED BY AIRPORT PER	RSONNEL			
	Application Process Completed					Date
		I correct to best of knowledg	е			
Map of allow	ed fueling area provided					
Signatures co						
	BJECT TO FUEL FLOWAGE	Fuel Authorized:				
	/GALLON AND SHALL BE					
PAID TO THE	AIRPORT ON A MONTHLY					
	BASIS					
Permit						
Issued	☐ Yes By					
	☐ No By					
PROVIDE A C	OPY OF THE COMPLETED P	ERMIT INCLUDING PERMIT NU	MBER TO APPLIC	CANT A	AS CERTIFICATION OF PE	RMIT ISSUANCE
Permit						
Number						
Permit						
Permit Valid From Valid To						
Permit			Permit			
Terminated On			Terminated			
Oil			Ву			





### **OFF-AIRPORT RENTAL CAR OPERATOR PERMIT**

A) THIS SECTION TO BE	COMPLETI	D BY APPLICANT I	N INK		
Company's Legal Name					
Current Mailing Address					
City			State	Zip	
Daytime Phone		E-Mail Address	'	'	
Name of Rental Car Brands C	perated				
Description of Proposed Ope	ration				
Reason For Application?	☐ New Pern	nit 🗌 Renewal Permit: O	iginal Permit Numbe	er	
Insurance Provider	Insurance Lir	nits			

#### B) PERMIT ASSURANCES

As a permitted Off-Airport Rental Car Operator at the La Crosse Regional Airport, the Company agrees to indemnify and save harmless and assume the defense of the City of La Crosse (City), its agents, employees, and officials, from and against any and all liabilities, damages, expenses, causes of action, suits, clams or judgments; and to pay all attorneys' fees, court costs, and other costs incurred in defending such claims, which may accrue against, be charged to, be recovered from or sought to be recovered from the City, its agents, employees or officials by reason of or on account of damages to the property of, injury to, or death of, any person arising from the company's off-airport rental car operator activity at the La Crosse Regional Airport, including acts of omission on my part.

The Company further assures that it will maintain at all times adequate public liability and property damage insurance in sufficient amounts as hereinafter promulgated by the State of Wisconsin to protect the company's off-airport rental car operation and the City from legal liabilities resulting from this activity. Such amounts shall be no less than \$5,000,000 per occurrence of Automobile Insurance and \$5,000,000 of Commercial General Liability Insurance. The Company will provide the City of La Crosse a certificate of insurance listing the City of La Crosse as additionally insured without demand and prior to commencing activities under this permit. During the course of conducting off-airport rental car activities as stipulated by this permit, the Company will ensure that all federal, state, and local statutes, rules, and regulations shall be complied with at all times.

The Company further assures that it has reviewed and agrees to abide by the Airport's Off-Airport Privilege Fee requirements.

The La Crosse Airport establishes, effective beginning on August 1, 2013, an Off -Airport Privilege Fee of ten-percent (10%) of Providers gross revenue, as defined below, for all revenue related to customers picked up at the La Crosse Airport.

The term "gross revenues" is defined as all fees and charges to customers for the rental of motor vehicles and all other activities and services performed in connection with its rental car business for passengers at the La Crosse Airport including business conducted at the Fixed Base Operator (FBO) or within a three (3) mile radius of the Airport (including but not limited to reservations made through travel agencies and reservations made by telephone, on-line reservations, facsimile, telegraph and other means of communications, and including but not limited to all base, time and mileage fees and charges from customers picked up at the Airports, plus all premiums and other fees and charges (regardless of how they may be denominated) for personal accident insurance coverage, personal effects insurance coverage, personal effects protection insurance coverage, liability insurance supplement, additional liability insurance coverage, and all other types and kinds of insurance coverage's and policies (regardless of how they are denominated, regardless of the parties covered, and regardless of the risks insured against), plus all sums for insurance waivers, collision damage waivers, and loss damage waivers, whether cash or credit, and whether collected or uncollected, plus all sums or other fees and charges provider receives, or is entitled to receive, for refueling motor vehicles rented to customers, plus all sums or other fees and charges Provider receives, or is entitled to receive, for the rental of any optional equipment such as cell phones, GPS devices, luggage or ski racks and infant seats plus all sums or other fees and charges provider receives, for additional drivers.

Provided, however, that gross revenues shall not include (a) federal, state or municipal sales tax separately stated and collected from customers by the Provider, whether now or hereinafter levied or imposed separately stated on the rental agreement and collected from customers of Provider; or (b) any sums collected as Customer Facility Charges (CFC); Gross Revenues shall be deemed received at the time the Lease or service transaction occurs, giving rise to Provider's right to collect said monies, regardless of whether said transaction was conducted in person, by telephone or by mail, whether the transaction was for cash or credit, and if for credit, regardless of whether the Provider ultimately collects the monies owed for said transaction from the customer involved. Gross Revenues are amounts which Provider receives or is entitled to receive, either initially or by amendment, whichever is greater. For purposes of Gross Revenue determination, revenue shall be deemed to have been related to customers picked up at the Airport if the customer arrived at either Airport within a twenty- four (24) hour period immediately preceding the rental, even though the customer arrived at the providers location on their own or the motor vehicle is dropped off by the customer elsewhere. That on or before the 20th day of each month provider shall provide to the La Crosse Airport the privilege fee for the previous month's revenue. Said payment shall be made to the Airport Administrator's office. At the same time Provider makes such payment, it shall provide the La Crosse Airport with a statement showing the amount of gross revenue related to passengers picked up at the Airport. If any fee is not paid within the calendar month of the due date, provider shall pay a late charge equal to one and one-half (1 1/2 %) per month of the unpaid balance, accruing from the due date until paid. It is agreed and understood that any violation of the standards of this permit may result in its revocation and the City of La Crosse reserves the right to terminate this permit at any time for any reason.

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(Print)

Name of Person Authorized to Apply for Permit

Issued permits are valid for a period of 12 calendar months from the date of issuance. Permit holder is responsible to submitting a renewal application within 1 calendar month prior to the permit expiration. Non-renewed permits shall be voided and all privileges provided there under shall immediately cease.

Signature of Person Authorized to Apply for Permit

Date

D) THIS SECTION TO BE COMI	PLETED BY AIRPORT PER	SONNEL			
Application Process Completed	Application Process Completed				
Applicants information completed an	d correct to best of knowledg	е			
Signatures completed					
Application fee paid and payment	☐ New permit \$100.00				
submitted to airport administration			_		
office:	Renewal permit \$50.00				
Amount \$			_		
☐ Cash					
☐ Check #					
Bill Account					
Insurance certificate provided: Certifi	cate Number				
Permit					
Issued					
□ No By					
PROVIDE A COPY OF THE COMPLETED	PERMIT INCLUDING PERMIT NU	MBER TO APPLICAN	NT AS CERTIFICATION OF PE	RMIT ISSUANCE	
Permit					
Number					
Permit		Permit			
Valid From		Valid To			
7 4114					
Permit		Permit			
Terminated		Terminated			
On		By			



### INDEPENDENT FLIGHT INSTRUCTOR

A) THIS SECTION TO BE	COMPLETE					
Legal Last Name		Legal First Nam	е		Lega	l Middle Name
Current Mailing Address					ı	
-						
City				State	Zip	
Daytime Phone		E-Mail Address			E-Mail Add	ress
•						
				_		
Current AOA Badge Number		T-Hangar Number/Har	ngar Add	dress		
Description of Non-Public Off	ice Space for	Training Purposes			I	
-	-					
Reason For Application?			N			
	│ □ New Perm	nit 🗌 Renewal Permit: C	originai i	ermit Numbe	er	<del></del>
Pilot Certificate Type	Copy Include	ed With Application	Pilots I	License Num	ber	
	☐ Yes					
Insurance Provider	Insurance Lin	nits				
	I					
B) PERMIT ASSURANCE	c					
		r at the La Cresse Begin	nal Airn	ort Lagroots	indomnify o	and save harmless and assume the
						d all liabilities, damages, expenses,
						ts incurred in defending such
claims, which may accrue a	gainst, be cha	rged to, be recovered fr	rom or so	ought to be r	ecovered fro	m the City, its agents, employees or
						arising from my independent flight
instruction activity at the La C	crosse Regiona	II Airport, including acts	of omiss	sion on my p	art.	
I further assure that I will mair	ntain at all time	es adequate public liabi	ility and	property dar	mage insuran	ce in sufficient amounts as
hereinafter promulgated by t						
liabilities resulting from this ac						
additionally insured without o						
independent flight instruction			ı wili ens	ure mat all te	eaerai, state,	and local statutes, rules, and
regulations shall be complied with at all times.						
					ne calendar ı	month and will follow all applicable
Rules and Regulations includ	ing Minimum S	tandards of the La Cross	se Regio	nal Airport.		
It is agreed and understood t	hat any violati	on of the standards of th	his narm	it may result i	in its revocat	ion and the City of La Crosse
reserves the right to terminate				ii iliay lesoli l	1640641	on and me ony or to closse
<b>J</b>	•					
Name of Applicant (Print)		Signature of Ap	plicant			Date

#### C) PERMIT VALIDITY

Issued permits are valid for a period of 12 calendar months from the date of issuance. Permit holder is responsible to submitting a renewal application within 1 calendar month prior to the permit expiration. Non-renewed permits shall be voided and all privileges provided thereunder shall immediately cease.

D) THIS SECTIO	N TO BE COMP	PLETED BY AIRPORT PER	SONNEL		
Application Proces			Date		
Applicants informa	ation completed an	d correct to best of knowledge	е		
Copy of pilots lice	nse provided and v	erified			
Signatures comple					
Application fee po		New permit \$20.00			
submitted to airpo	rt administration	Renewal permit \$10.00			
office:		□ kenewai perinii \$10.00			
Cash	\mount \$				
Cash					
Bill Account					
	ite provided: Certific	cate Number			
Permit	ne provided: Cermin				
	es By				
	No By				
PROVIDE A COPY (	OF THE COMPLETED I	PERMIT INCLUDING PERMIT NU	MBER TO APPLICAN	TAS CERTIFICATION OF PE	RMIT ISSUANCE
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Number					
Permit					
Permit Valid From Permit Valid To					
Permit			Permit		
Terminated					
On			Ву		

PERMIT IS SUBJECT TO A 2.0% OF GROSS RECEIPT SUBMISSION TO THE AIRPORT ON A MONTHLY BASIS FOR ALL ACTIVITIES ASSOCIATED WITH USE OF THIS PERMIT



## **GENRAL USE PERMIT**

A) THIS SECTION TO BE C	OMPLETED E			(			
Legal Last Name		Legal First Name	•		L	egal Mi	ddle Name
Company							
Mailing Address							
City				State		Zip	
J.,				0.0.0			
Danding a Bhanna	Fan					A al alua a a	
Daytime Phone	Fax	(			E-Mail A	Address	
Requested Activity							
☐ Tenant Additional Land Use F	ermit □ Non-T	enant Land Use Perm	nit 🗆 C	Other			
Description of General Use Requ	Jest (attach ma	o if necessary):					
Parcel Size Requested (Sq Ft)	Effective Start [	Date Requested	Effect	live Time Perio	od Reque	sted	
		ano moquonou					
B) PERMIT ASSURANCES							
As a requester for a land use pe of the City of La Crosse (City), its							
					₹		in defending such claims, which
may accrue against, be charge	ed to, be recove	red from or sought to	be re	covered from	n the City	, its age	ents, employees or officials by
reason of or on account of dam Regional Airport, including acts			death	of, any perso	n arising	from my	y activity at the La Crosse
Regional Airpon, including acis	OI OIIIISSIOII OII I	пу рап.					
I further assure that I will mainta			•		_		
hereinafter promulgated by the		•		•			•
will provide the City of La Crosse to commencing activities under			•			-	•
federal, state, and local statutes						,	<b>F</b>
ADDICANT CHAIL ADIDE DV ALL	TEDMS OF THE	AIDDODT ACDEEAST	C IN: T:	IEID IICE OF T	IIC DEDAKE	T DAVA	AENT CHAIL DE MANDE TO THE
APPLICANT SHALL ABIDE BY ALL TO CITY. IN ADVANCE AND WITHOUT							
	• -						CANCEL THIS PERMIT AT ANY TIME
FOR ANY REASON. APPLICANT S	HALL PROVIDE C	CITY 30 DAYS NOTICE	OF CA	ANCELLATION	FOR ANY	REASO	N.
Name of Applicant (Print)		Signature of App	licant				Date
Tame of Applicatin (Film)		oignatore of App	cam				

### C) PERMIT VALIDITY

Issued permits are valid for a period as described on the permit approval page.

D) THIS SEC	CTION TO BE COME	LETED BY AIRPORT PER	SONNEL		
	Process Completed				Date
Applicants in	nformation completed an	d correct to best of knowledge	е		
	ermit application stated o	ınd applicable			
Signatures c		Permit Start Date:			
Current Te		Permit End Date:			
☐ Non-Tend	int kate	Parcel Size:			
☐ Bill Accou	unt	Parcel Monthly Rent:			
_					
Insurance ce Permit	ertificate provided: Certific	cate Number			
Issued	☐ Yes By				
PROVIDE A C	No By	PERMIT INCLUDING PERMIT NU	ADED TO ADDILO	ANT AS CERTIFICATION OF RE	DANIT ICCII A NICE
PROVIDE A	OF TOF THE COMPLETED	PERMIT INCLUDING PERMIT NUT	WIDER TO APPLICA	ANI AS CERTIFICATION OF PE	KMII ISSUANCE
Permit					
Number					
			D		
Permit Valid From			Permit Valid To		
Permit Terminated			Permit Terminated		
On			By		



### **FLYING CLUB**

A) THIS SECTION TO	BE COM	NPLETED BY APPLICA	NT IN INK	<b>U</b> _U	
Legal Name	BL CON				
Current Mailing Address					
City			State		Zip
Primary Point of Contact		Daytime Phone		E-Mail	Address
Current AOA Badge Num	ber	T-Hangar Number/Hang	ar Address		
Reason For Application?	☐ New P	ermit 🗌 Renewal Permit: (	Original Perm	it Numb	per
Permit Checklist Copies Provided of:	☐ Charte	er & By-laws  Articles of	Association	☐ Non-	-profit verification   Membership Roster
	☐ Numb	er & Type of Aircraft 🗌 Pro	oof Ownership	o is Ves	ted in Club   Operating Rules of Club
	☐ Pilots L	icenses 🗌 Financial State	ement		
Insurance Provider	Insurance	Limits & Certificate			
B) PERMIT ASSURAN	CES				
and assume the defen liabilities, damages, ex other costs incurred in be recovered from the	se of the openses, of defending e City, its o	City of La Crosse (City), causes of action, suits, o g such claims, which magents, employees or o	its agents, clams or jud ay accrue of fficials by re	emplo gment against eason	ne Club) agrees to indemnify and save harmless yees, and officials, from and against any and all s; and to pay all attorneys' fees, court costs, and t, be charged to, be recovered from or sought to of or on account of damages to the property of, he La Crosse Regional Airport, including acts of
					olic liability and property damage insurance in to protect its activities and the City from legal

The Club further assures that it will maintain at all times adequate public liability and property damage insurance in sufficient amounts as hereinafter promulgated by the State of Wisconsin to protect its activities and the City from legal liabilities resulting from this activity. The Club shall provide the City of La Crosse a certificate of insurance listing the City of La Crosse as additionally insured without demand and prior to commencing activities under this permit. During the course of its activities as stipulated by this permit, the Club shall ensure that all federal, state, and local statutes, rules, and regulations shall be complied with at all times.

The Club further assures that it will not offer or conduct commercial aeronautical activities including, but not limited to, charter, air taxi, or rental or aircraft operations. The Club assures that it shall not conduct aircraft flight instruction, except for regular members, and assures that such instruction is offered by a registered member qualified as a flight instructor as set forth in the Airport Minimum Standards. Only members of the Club may operate the aircraft. The Club shall not permit its aircraft to be utilized for giving flight instruction to any person, including members of the club owning the aircraft, when such person pays or becomes obligated to pay for such instruction, except when instruction is contracted for from a flight instructor who is authorized by the City to do business on the Airport. Any qualified mechanic who is a registered member and part owner of the Aircraft owned and operated by the Club shall not be restricted from doing maintenance work on aircraft owned by the Club, and the Club does not become obligated to pay for such maintenance work, except that such mechanics and instructors may be compensated by credit against payment of dues or flight time.

The Club and its members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of the Club at the Airport except that the Club may sell or exchange its capital equipment.

The Club shall comply with all applicable federal statues and all regulations including, but not limited to, those promulgated by the FAA and TSA. The Club shall comply with all applicable state and local statutes, rules and

all applicable local, state, and federal environments for the disposal of waste oil and other particular authorized.	e relating to tax, fire, building, and safety matter ronmental statutes and regulations including, be otentially hazardous substances and for the in on of the standards of this permit may result in its rmit at any time for any reason.	ut not limited to, requirements refueling of all aircraft when
Name of Applicant (Print)	Signature of Applicant	Date

### C) PERMIT VALIDITY

Issued permits are valid for a period of 12 calendar months from the date of issuance. Permit holder is responsible to submitting a renewal application within 1 calendar month prior to the permit expiration. Non-renewed permits shall be voided and all privileges provided thereunder shall immediately cease.

D) THIS SEC	CTION TO BE COMP	PLETED BY AIRPORT PE	RSONNEL_			
	Process Completed			Date		
		d correct to best of knowled	ge			
Copy of pilo	ts license provided and v	erified				
Signatures co	ompleted					
	fee paid and payment	☐ New permit \$20.00				
	airport administration					
office:	A 6					
☐ Cash	Amount \$					
Check #_						
Bill Accou						
	ertificate provided: Certific	cate Number				
Permit						
Issued	☐ Yes By					
	☐ No By		_			
PROVIDE A C	OPY OF THE COMPLETED	PERMIT INCLUDING PERMIT NU	JMBER TO APPLIC	ANT AS CI	ERTIFICATION OF PE	RMIT ISSUANCE
Permit						
Number						
Permit			Permit			
Valid From			Valid To			
Permit			Permit			
Terminated			Terminated			
On			Bv			



# AIRPORT EQUIPMENT USE

	D BY APPLICANT IN IN		
Legal Last Name	Legal First Name		Legal Middle Name
Company			
Mailing Address			
-			
City		State	Zip
City		Sidle	Zip
Daytime Phone	Fax		-Mail Address
Requested Equipment Use (select all that a	pply)	·	
☐ Jet Bridge ☐ Z-Ramp ☐ Other			
			-
Requested Users (list name and access care	d number):		
B) PERMIT TERMS			
<del></del>	dada akada dibalan faran inik		
	agre stated below for an init	ial term of one (1	) year, and will continue on a year-to-year
basis thereafter, unless otherwise terminated			) year, and will continue on a year-to-year ty at any time.
	d. This Permit may be termino	ated by either pa	ty at any time.
2. EQUIPMENT USE: AIRPORT is owner of the	d. This Permit may be termino	ated by either pa	ty at any time.
2. EQUIPMENT USE: AIRPORT is owner of the access to its denoted equipment.	d. This Permit may be termino	ated by either pa	ty at any time.
<ol> <li>EQUIPMENT USE: AIRPORT is owner of the access to its denoted equipment.</li> <li>TERMS AND CONDITIONS:</li> </ol>	<ol> <li>This Permit may be termine Equipment to be utilized at the</li> </ol>	ated by either pa	ty at any time. onal Airport. AIRPORT hereby grants USER
2. EQUIPMENT USE: AIRPORT is owner of the access to its denoted equipment. 3. TERMS AND CONDITIONS:  (A) USER shall permit only authorized individent.	d. This Permit may be termine Equipment to be utilized at the duals who have been trained	ated by either parties to Crosse Region in the use of the	ty at any time.  onal Airport. AIRPORT hereby grants USER  equipment. Such individuals shall be
2. EQUIPMENT USE: AIRPORT is owner of the access to its denoted equipment. 3. TERMS AND CONDITIONS:  (A) USER shall permit only authorized individual approved in writing by the Airport Manager termination of employment or privileges.	d. This Permit may be terminal Equipment to be utilized at the duals who have been trained or his designee. USER shall n	ited by either parties La Crosse Regine La Crosse Reginer in the use of the otify airport mane	ty at any time.  onal Airport. AIRPORT hereby grants USER  equipment. Such individuals shall be
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2. EQUIPMENT USE: AIRPORT is owner of the access to its denoted equipment.  3. TERMS AND CONDITIONS:  (A) USER shall permit only authorized individual approved in writing by the Airport Manager termination of employment or privileges.  (B) USER hereby agrees to utilize equipment (C) USER hereby agrees to pay for all charge (D) USER agrees that the use of the AIRPORT access to the equipment to USER for any rec (E) USER shall be held liable for any and all uSER. USER shall immediately notify the AIR (F) To the fullest extent allowable by law, the elected and appointed officials, officers, en actions, legal or administrative proceedings whatsoever kind or nature whether arising be or indirectly caused or contributed to in who of the USER, or of anyone acting under its dillicense, regardless if liability without fault is	Equipment to be utilized at the duals who have been trained or his designee. USER shall not for the purpose authorized in es, if any, associated with the equipment is subject to the training. ORT of any such damages. WISER hereby indemnifies an apployees or authorized represe, claims, demands, damage efore, during or after use of the ple or in part, by reason of an ection or control or on its being sought to be imposed on the applicable to any liability caucited and appointed officials,	in the use of the otify airport mane this permit.  I this permit.  I use of the permit whole or in part a whole or in part a sentatives or volus, liabilities, interested the AIRPORT equipy act, omission, for all in connection AIRPORT and/or used by the sole for officers, employ ation of any Permit in the connection of the connecti	equipment. Such individuals shall be agement immediately of employee's the additional to restrict arising from the use of such equipment by ad hold harmless the City of La Crosse, its inteers, from and against any and all suits, ist, attorney's fees, costs and expenses of sment hereunder and in any manner directly ault, or negligence, whether active or passive in with or incident to the performance of this City of La Crosse. USER'S aforesaid indemnity ault, sole negligence or willful misconduct of ees or authorized representatives or

C) THIS SEC	CTION TO BE CON	APLETED BY AIRPORT PE	RSONNEL		
Application I	Process Completed		Date		
Applicants in	formation completed a				
Users added	to table below				
Signatures co	ompleted				
Rate Method	:	Equipment Authorized and	Charge (if any):		
☐ Bill Accou	ınt				
Permit Issued	☐ Yes By		_		
	☐ No By				
PROVIDE A C	OPY OF THE COMPLETED	PERMIT INCLUDING PERMIT NU	MBER TO APPLICA	ANT AS CERTIFICATION OF P	ERMIT ISSUANCE
Permit Number					
Permit Valid From			Permit Valid To		
Permit Terminated On			Permit Terminated By		
On  E) USERS			Ву		

E) USERS					
Name	Card Number	Active Date	Activated By	Inactive Date	Inactivated By



# **AIRPORT FUEL SYSTEM**

A) THIS SECTION TO BE (	COMPLETED BY		<u> </u>		
Legal Last Name		Legal First Name	N	Lego	al Middle Name
Company					
Mailing Address					
City			State	Ziţ	<b>)</b>
Daytime Phone	Fax	Fax		E-Mail Add	iress
Requested Fuel (select all that	apply)				
☐ Gasoline ☐ Diesel					
Requested Users (list name and	d access card number	er):			
.,,		,			
B) PERMIT TERMS					
<ol> <li>TERM: This Permit shall comr basis thereafter, unless otherwing</li> </ol>					d will continue on a year-to-year
basis inerearier, offiess offierwi	ise ieiminaiea. mis r	emii may be lemina	ed by eilliei p	dily al ally	iiine.
2. FUEL SYSTEM USE: AIRPORT I	s owner of the fuel ta	nks, delivery and dispe	ensing system	, and fuel loc	cated at the City of La Crosse
•		•			g its vehicles in accordance with
this Permit. AIRPORT agrees to	sell fuel and USER ag	rees to purchase tuel i	n accordance	e with this Pe	rmit.
3. TERMS AND CONDITIONS:					
					n and are familiar with the airport
			• •	• ,	Airport Manager or his designee.
management immediately if a		or employee's rermina	tion of employ	yment or priv	vileges. USER shall notify airport
(B) USER hereby agrees to utiliz		oad, un-licensed supp	ort equipmen	nt vehicles or	nly. Use of the fuel system for
licensed or personal vehicles i		••			
					fuel system, including all applicable
	_			-	Crosse and as may be amended ayment pursuant to the current
					of this License at the AIRPORT's sole
discretion.	ŕ				
• •		•		mit and the	AIRPORT has the sole right to restrict
access to the fuel system and (E) USER shall be held liable for	=			art arisina fro	m the use of such fuel system by
USER. USER shall immediately i			whole of in po	an unsing no	in the use of such fuel system by
(F) To the fullest extent allowab	ole by law, the USER h	ereby indemnifies and	shall defend	and hold ha	rmless the City of La Crosse, its
• •		•			m and against any and all suits,
					ey's fees, costs and expenses of eunder and in any manner directly
	•				gligence, whether active or passive
•			•		cident to the performance of this
_	_			-	Crosse. USER'S aforesaid indemnity
_		• • •			negligence or willful misconduct of
the AIRPORT and/or City of La volunteers. This indemnity pro-			•		
Name of Applicant (Print)		Signature of Applicant			Date

Rev. DRAFT

Application	Process Completed	OMPLETED BY AIRPORT			Date
		ed and correct to best of knowl		2 4.0	
		C notified of new card numbers			
Signatures c			, ,		
Rate Method	<u> </u>	Fuel Authorized: 🗌 Ga	soline 🗌 Diesel		
☐ Bill Accou	unt	FOB 1 #			
		FOB 2 #			
		FOB 3 #			
Permit Issued	☐ Yes By				
	☐ No By				
PROVIDE A C	OPY OF THE COMPL	ETED PERMIT INCLUDING PERMIT	NUMBER TO APPLICANT	T AS CERTIFICATION OF	PERMIT ISSUANCE
Permit Number					
Permit Valid From			Permit Valid To		
Permit					

E) USERS					
Name	Card Number	Active Date	Activated By	Inactive Date	Inactivated By



## **SPECIAL ACTIVITIES**

A) THIS SECTION TO BE	<b>COMPLETED BY</b>	<b>APPLICANT IN IN</b>	K		
Legal Last Name		Legal First Name		Legal Mide	dle Name
Company					
Mailing Address					
City			State	Zip	
Daytime Phone	Fax		E-N	lail Address	
Requested Activity  Air Show Aeronautical Self Fueling Other Description of Special Activity			port Hunting 🗌 Pos	iting of Signa	ge  Picketing/Demonstration
Insurance Provider	Insurance Limits				
As a requester for a special activities permit at the La Crosse Regional Airport, I agree to indemnify and save harmless and assume the defense of the City of La Crosse (City), its agents, employees, and officials, from and against any and all liabilities, damages, expenses, causes of action, suits, clams or judgments; and to pay all attorneys' fees, court costs, and other costs incurred in defending such claims, which may accrue against, be charged to, be recovered from or sought to be recovered from the City, its agents, employees or officials by reason of or on account of damages to the property of, injury to, or death of, any person arising from my activity at the La Crosse Regional Airport, including acts of omission on my part.  I further assure that I will maintain at all times adequate public liability and property damage insurance in sufficient amounts as hereinafter promulgated by the State of Wisconsin to protect my activities and the City from legal liabilities resulting from this activity. I will provide the City of La Crosse a certificate of insurance listing the City of La Crosse as additionally insured without demand and prior to commencing activities under this permit. During the course of conducting activities as stipulated by this permit I will ensure that all federal, state, and local statutes, rules, and regulations shall be complied with at all times.  It is agreed and understood that any violation of the standards of this permit may result in its revocation and the City of La Crosse reserves the right to terminate this permit at any time for any reason.					
Name of Applicant (Print)		Signature of Applican	•		Date

# C) PERMIT VALIDITY Issued permits are valid to

Issued permits are valid for a period as described on the permit approval page.

#### D) FEES

The City of La Crosse may charge a fee for the activity proposed within this permit application. Requestor is responsible for prompt payment of all fees in conjunction with approval of this permit.

THIS SECTION TO BE COME	LEIED BY AIKPORT PER				
pplication Process Completed					Date
pplicants information completed ar		ge			
eason for permit application stated gnatures completed	and applicable				
applicable, application fee paid	Permit Start Date:				
nd payment submitted to airport					
dministration office:	Permit End Date:				
Amount \$					
Cash Check #					
Bill Account					
urance certificate provided: Certifi	cate Number				
rmit	edic Nomber				
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lid From		Valid To			
mit		Permit			
minated		Terminated By			
TERMS e following special terms apply to t	his permit and are hereby ma	ade a condition	of the granting of	this permit:	
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	his permit and are hereby ma	ide a condition	of the granting of	this permit:	



## **AERIAL APPLICATOR PERMIT**

Legal Last Name	HIS SECTION TO BE COMPLETED BY APPLICANT IN INK  al Last Name Legal First Name				Legal N	Niddle Name
Company Name						
Current Mailing Address						
City State Zip						
Daytime Phone		E-Mail Address			E-Mail Addres	ss
Current AOA Badge Number		Owned Hangar Addre	ss or Autho	orized Com	mercial Opera	tor
Description of Proposed Operation						
Reason For Application?	☐ New Perm	it 🗌 Renewal Permit: C	riginal Pe	rmit Numbe	r	
Pilot Certificate Type	Copy Included With Application Pilots License Number   Yes					
Insurance Provider	Insurance Lim	nits				
l						
B) PERMIT ASSURANCES  As a permitted Aerial Applicator at the La Crosse Regional Airport, I agree to indemnify and save harmless and assume the defense of the City of La Crosse (City), its agents, employees, and officials, from and against any and all liabilities, damages, expenses, causes of action, suits, clams or judgments; and to pay all attorneys' fees, court costs, and other costs incurred in defending such claims, which may accrue against, be charged to, be recovered from or sought to be recovered from the City, its agents, employees or officials by reason of or on account of damages to the property of, injury to, or death of, any person arising from my independent flight instruction activity at the La Crosse Regional Airport, including acts of omission on my part.  I further assure that I will maintain at all times adequate public liability and property damage insurance in sufficient amounts as hereinafter promulgated by the State of Wisconsin to protect my Aerial Applicator Operation and the City from legal liabilities resulting from this activity. I will provide the City of La Crosse a certificate of insurance listing the City of La Crosse as additionally insured without demand and prior to commencing activities under this permit. During the course of conducting Aerial Applicator activities as stipulated by this permit I will ensure that all federal, state, and local statutes, rules, and regulations shall be complied with at all times.  I further assure that I have reviewed and agree to abide by the Airport's Spill Prevention or Countermeasure Plan and will not conduct aerial agricultural operations for a period of greater than 5 days per month.  It is agreed and understood that any violation of the standards of this permit may result in its revocation and the City of La Crosse reserves the right to terminate this permit at any time for any reason.						
Name of Applicant (Print)		Signature of Ap	plicant			Date

#### C) PERMIT VALIDITY

Issued permits are valid for a period of 12 calendar months from the date of issuance. Permit holder is responsible to submitting a renewal application within 1 calendar month prior to the permit expiration. Non-renewed permits shall be voided and all privileges provided thereunder shall immediately cease.

D) THIS SEC	CTION TO BE COMP	LETED BY AIRPORT PE	RSONNEL			
Application F	Process Completed					Date
Applicants in	formation completed and	d correct to best of knowledg	je			
Copy of pilot	s license provided and ve					
Signatures co	ompleted					
SPCC Plan Pr	ovided to Applicant and	Reviewed				
Application f	ee paid and payment	New permit \$250.00				
submitted to office:	airport administration	Renewal permit \$200.00	)			
	Amount \$					
Cash						
Check #_						
☐ Bill Accou	unt					
Insurance ce	rtificate provided: Certific	ate Number				
Permit	_					
Issued	☐ Yes By					
	│					
PROVIDE A C	OPY OF THE COMPLETED F	PERMIT INCLUDING PERMIT NU	MBER TO APPLIC	CANT AS	CERTIFICATION OF PE	RMIT ISSUANCE
Permit						
Number						
Permit			Permit			
Valid From			Valid To			
Permit			Permit			
Terminated			Terminated			
On			By			

The La Crosse Airport establishes, effective beginning on August 1, 2013, an Off -Airport Privilege Fee of ten-percent (10%) of Providers gross revenue, as defined below, for all revenue related to customers picked up at the La Crosse Airport.

The term "gross revenues" is defined as all fees and charges to customers for the rental of motor vehicles and all other activities and services performed in connection with its rental car business for passengers at the La Crosse Airport including business conducted at the Fixed Base Operator (FBO) or within a three (3) mile radius of the Airport (including but not limited to reservations made through travel agencies and reservations made by telephone, on-line reservations, facsimile, telegraph and other means of communications, and including but not limited to all base, time and mileage fees and charges from customers picked up at the Airports, plus all premiums and other fees and charges (regardless of how they may be denominated) for personal accident insurance coverage, personal effects insurance coverage, personal effects protection insurance coverage, liability insurance supplement, additional liability insurance coverage, and all other types and kinds of insurance coverage's and policies (regardless of how they are denominated, regardless of the parties covered, and regardless of the risks insured against), plus all sums for insurance waivers, collision damage waivers, and loss damage waivers, whether cash or credit, and whether collected or uncollected, plus all sums or other fees and charges provider receives, or is entitled to receive, for refueling motor vehicles rented to customers, plus all sums or other fees and charges Provider receives, or is entitled to receive, for the rental of any optional equipment such as cell phones, GPS devices, luggage or ski racks and infant seats plus all sums or other fees and charges provider receives, or is entitled to receive, for additional drivers. Provided, however, that gross revenues shall not include (a) federal, state or municipal sales tax separately stated and collected from customers by the Provider, whether now or hereinafter levied or imposed separately stated on the rental agreement and collected from customers of Provider; or (b) any sums collected as Customer Facility Charges (CFC);

Gross Revenues shall be deemed received at the time the Lease or service transaction occurs, giving rise to Provider's right to collect said monies, regardless of whether said transaction was conducted in person, by telephone or by mail, whether the transaction was for cash or credit, and if for credit, regardless of whether the Provider ultimately collects the monies owed for said transaction from the customer involved. Gross Revenues are amounts which Provider receives or is entitled to receive, either initially or by amendment, whichever is greater.

For purposes of Gross Revenue determination, revenue shall be deemed to have been related to customers picked up at the Airport if the customer arrived at either Airport within a twenty- four (24) hour period immediately preceding the rental, even though the customer arrived at the providers location on their own or the motor vehicle is dropped off by the customer elsewhere.

That on or before the 20th day of each month provider shall provide to the La Crosse Airport the privilege fee for the previous month's revenue. Said payment shall be made to the Airport Administrator's office. At the same time Provider makes such payment, it shall provide the La Crosse Airport with a statement showing the amount of gross revenue related to passengers picked up at the Airport. If any fee is not paid within the calendar month of the due date, provider shall pay a late charge equal to one and one-half (1 1/2 %) per month of the unpaid balance, accruing from the due date until paid.