



Missoula County Airport Authority
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Rules and Regulations

Missoula County Airport Authority

Missoula Montana Airport (MSO)

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1. INTRODUCTION**1.1. Purpose**

The purpose of these Rules and Regulations is to protect the public health, safety, interest, and general welfare of the Operators, Lessees, Sublessees, Permittees, and users of the Missoula Montana Airport (Airport), and to restrict or prevent any activity or action which would interfere with the safe, orderly, and efficient use of the Airport.

1.2. PMCD General Provisions

The General Provisions of the Primary Management and Compliance Documents (PMCDs) are set forth in Appendix A – PMCD General Provisions of these Rules and Regulations and are common to all PMCDs and are incorporated into these Rules and Regulations by reference.

1.3. PMCD Definitions

The defined words and acronyms utilized throughout the PMCDs are defined and identified in Appendix B – Definitions and Acronyms of these Rules and Regulations and are capitalized whenever used in the PMCDs. Words or acronyms that are not defined or identified shall be construed consistent with common meaning or as generally understood throughout the aviation industry.

1.4. Airport Sponsor, Operator, and Governing Body

The Airport is owned, governed, and operated by the Missoula County Airport Authority (Authority).

1.5. Authority of the Airport Director

The Authority has authorized the Airport Director to interpret, administer, and enforce these Rules and Regulations and the PMCDs. During emergency situations, the Airport Director (or designated representative) is empowered to issue such directives and to take such action that, within Airport Director's discretion and judgement, are necessary or desirable to safeguard the safety, security, and efficiency of the Airport and the public. Such directives and actions of the Airport Director shall have the force of a rule and regulation so long as the emergency exists.

1.6. Enforcement

In addition to the enforcement of these Rules and Regulations and the PMCDs by the Airport Director (or designated representatives of the Authority), all Legal Requirements associated with fire protection, law enforcement and Hazardous Materials (within the associated jurisdiction) shall be enforced by the Missoula County Airport Authority and all other Legal Requirements (within jurisdiction) shall be enforced by the Missoula County Airport Authority and MSO-Public Safety.

Violation of these Rules and Regulations, the PMCDs, applicable Legal Requirements, or directives issued by the Authority, Airport Director, or MSO-Public Safety or jeopardizing the safety or security of persons and entities utilizing the Airport or the land and/or Improvements located at the Airport may result in suspension, revocation, and/or prohibition of access or use privileges, engaging in activities, use of the Airport; termination of an Agreement(s); and shall be subject to all legal, equitable, statutory, and common law rights and remedies available to the Authority

2. GENERAL REQUIREMENTS

2.1. Access To, Entry Upon, or Use of the Airport

Access to or entry upon the Airport shall be made only at locations designated by the Airport Director. Any person accessing or using the Airport shall be fully and completely responsible for their actions and all actions of any person to whom they provide or facilitate access to or use of the Airport, whether directly or indirectly, express or implied. All actions shall be in full and complete compliance with these Rules and Regulations and applicable PMCDs.

2.2. Restricted Areas

Access to Restricted Areas (SIDA, Sterile, AOA) is limited to persons with a valid Access Control Badge, under appropriate supervision or escort, or as otherwise approved by the Airport Director.

Unescorted access or entry to Sterile Areas, or certain parts thereof, is limited to persons who have been screened by Transportation Security Administration (TSA) personnel and possess a valid boarding or gate pass, possess a valid Access Control Badge, or be a person under appropriate supervision and escort by a person with escort privileges.

2.3. Airport Access Control Badge (AACB)

Persons requiring unescorted access or entry to a Restricted Area or a Sterile Area (who do not have a valid boarding or gate pass) shall complete and submit an AACB Application to the Authority. Prior to accessing or entering a Restricted Area, persons shall possess an approved AACB which authorizes such access.

Prior to obtaining an approved AACB, the person must be fingerprinted by the Authority for a required background check, to the extent allowable by law, including, but not limited to, references and prior employment history.

Persons desiring or in possession of an approved AACB shall complete all Authority training programs and meet all related requirements. All applicable fees as established and assessed by the Authority must be paid in advance by persons seeking to obtain or renew an Access Control Badge, unless prior arrangements have been made with the Operator, Lessee, or Sublessee.

Twice per year the Authority conducts a **mandatory** AACB audit. At any point, badge holders may receive a call requiring them to verify possession of the AACB. Failure to comply with a badge audit will result in deactivation of AACB and a Lost Badge Fee.

Any person who allows unauthorized use of an AACB shall lose access privileges after one warning by the Airport Director and may be subject to fines assessed by TSA.

No person shall make, possess, use, offer for sale, pass, 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 Authority.

All AACB badge holders shall be obligated to complete all training and comply with all security requirements and directives issued by MCAA, Transportation Security Administration or other entities having security jurisdiction at the Airport. Lessees, employees, and contractors will surrender their AACB upon request by MCAA. Physical security media (badges and keys) remain the property of MCAA. Employers will immediately return badges to the Airport Administration Office when badge holder's employment is terminated, the badge is no longer needed, or the employee/contractor is on extended leave. Misuse of a badge or security procedures will bring about punitive action, including suspension or revocation of one or all badges. Lessees, employers, and contractors shall be invoiced on a regular basis for badging fees. Fees shall be paid within 30 days of invoice.

2.4. Security

The Authority has the overall responsibility for the security of the Airport. Operators, Lessees, or Sublessees are responsible for the security of the entity's Leased Premises and shall comply with the Authority's security requirements and/or best practices. Security gates that provide access to the Air Operations Area (AOA) shall remain closed, locked, and secured except when in use. The Airport

Director may close or otherwise restrict access to any area of the Airport when safety or security considerations dictate.

Tampering with, interfering with, or disabling the closing mechanism, or breaching any other security device is prohibited unless authorized by the Authority. Persons who have been provided with an access code or device for access to the AOA shall not, under any circumstances, divulge, duplicate, or otherwise distribute or convey the code or device to any other person unless authorized in writing by the Authority.

2.5. *Commercial Activities*

Any entity desirous of engaging in or actively engaging in a Commercial Aeronautical Activity at the Airport shall comply with all relevant and applicable sections of the Airport's Minimum Standards.

Any entity basing an aircraft at the Airport shall not permit said aircraft to be used for Commercial Aeronautical Activities unless expressly authorized by Agreement. All such activities must be conducted in compliance with the Airport Minimum Standards. Notwithstanding the foregoing, such aircraft may be used for the purpose of training or increasing the flying proficiency of the aircraft Owner or members of the aircraft Owner's immediate family.

2.6. *Accidents*

Any person involved in or witnessing an Accident resulting in any injury or death to a person(s) or damage to Property shall immediately call "911". Damage to property shall be immediately reported to the Authority. If reasonably and safely able to do so, such person(s) shall remain at the scene and respond to the inquiries of (and provide the information requested by) the Authority, Airport Director, MSO-Public Safety, and/or investigative personnel. Unauthorized entry to the AOA to gain access to an Accident scene is prohibited.

No person shall tamper with an Accident scene or fail to comply with any directive issued by the Authority, MSO-Public Safety, or any other Agency having jurisdiction over the Accident scene.

2.7. *First Amendment Activities*

Conduct of, or participation in solicitation, picketing, demonstrating, parading, marching, patrolling, sit-ins, sit-downs, or other similar activities and/or assembling, carrying, distributing, or displaying pamphlets, signs, placards, or other materials is prohibited without prior written permission of the Authority.

All authorized activities listed above shall be conducted (a) in those areas identified by the Authority without obstructing the use of the Airport by others; (b) in a peaceful and orderly manner; (c) without physical harm, molestation, threat, or harassment of any person; (d) without obscenities, violence, breach of the peace, or other unlawful conduct; (e) without hindrance to or interference with the proper, safe, orderly, and efficient access to/from, and operation of the Airport and activities conducted thereon; and (f) in strict conformance with any rules and regulations governing such activities on the Airport and the direction and conditions prescribed in writing by the Airport Director.

2.8. *Advertisements*

Advertisements, including notices, circulars, and/or handbills, may not be posted, displayed, or distributed without the prior written permission of the Authority. The posting of advertisements on Authority property shall conform with established Authority policies and directives. The Authority has the right to remove or relocate any such advertisement.

2.9. *General Conduct*

No person shall use or otherwise conduct themselves in any area of the Airport in any manner contrary to the directions posted in or for that area. Destroying, damaging, injuring, defacing, disturbing, or tampering with Property is prohibited. Any and all Property damaged or destroyed shall be replaced (or replacement shall be paid for) by the person(s) responsible for such damage or destruction.

Smoking, vaping, or carrying lighted cigars, cigarettes, or pipes in any public use area of the Airport, except in areas specifically designated by the Authority and posted as public smoking areas, is prohibited.

Starting, moving, using, or interfering with the safe operation of any aircraft, vehicle, or equipment without the permission of the owner or by specific direction of the Authority is prohibited. If requested by the Authority or an MSO-Public Safety Officer, satisfactory evidence of the right to do so shall be presented.

No person shall engage in activities that are disruptive and/or that create a hazard or risk of injury or death.

There shall be no camping or overnight stays on Airport Property unless approved in writing by the Airport Director. Passengers with a valid boarding pass are permitted to stay in designated areas 24 hours prior to departure and 24 hours after arrival. No Airport property shall be used for any improper, objectionable, or illegal purposes.

Leased Premises are expressly for the conduct of the Lessee's or Sublessee's activities. Unauthorized persons shall not make use of the Leased Premises without the permission of the Lessee or Sublessee. Unauthorized use of the Leased Premises must receive written consent from the Airport Director.

No person shall enter or remain in any area of the Airport unless the person has legitimate airport business. Legitimate airport business includes, but is not limited to:

- 2.9.1. Working at the Airport;
- 2.9.2. Engaging in permitted commerce;
- 2.9.3. Conducting an activity for which a permit has been issued by the Authority;
- 2.9.4. Departing the Airport as a ticketed airline passenger;
- 2.9.5. Arriving at the Airport as a ticketed airline passenger;
- 2.9.6. Engaging an airline for customer service purposes, such as purchasing or rescheduling a flight, or filing a claim for lost luggage, among other similar customer service purposes;
- 2.9.7. Waiting for or escorting an individual engaged in the activities enumerated in this subsection.

2.10. Abandoned or Lost Property

Property shall not be Abandoned at the Airport or on Airport property. Abandoned or lost Property found in the Airport or on Airport property shall be reported or turned into the Authority.

It is the Authority's policy to exercise reasonable diligence to determine the owner of property found at the Airport and make good faith efforts to return the Property to the owner.

All property found at the Airport is to be turned into the Administrative Office. The Airport Director shall appoint a department/employee to be responsible for all found property. The employee will keep a record of all found property, including a description of the property, the date found and the ultimate disposition of the property. The employee shall also take reasonable steps to identify and contact the owner of an item of found property.

If the owner of the found property is identified, the owner may pick up the property at the Administrative Office during operating hours. The owner must describe the item as closely as possible, present picture ID at the time of pick up and sign for the item. If the owner adequately identifies the item, small items can be returned via U.S. Mail. If the owner prefers overnight shipping, the owner must pre-pay for such shipping.

Items with unknown owners will be held for 45 days, after this period items will be donated, sold or disposed. Items with a known owner will be held for 45 days after the owner has been notified after this period items will be donated, sold or disposed.

If the Airport incurs expenses disposing of abandoned property, it reserves the right to collect those expenses from the party that abandoned such items on Airport Property. If the abandoned property has value, the Airport reserves the right to sell such property and deduct such expenses from the proceeds.

No provision in this Section shall be construed to deny the right of Lessees or Sublessees to maintain a lost and found service for Property found on Leased Premises.

2.11. Use of Roadways and Walkways

No person shall travel at the Airport other than on the roadways, walkways, or other areas provided or designated for a specific type or class of traffic and no person shall occupy the roadways or walkways in such a manner as to hinder or obstruct proper use.

2.12. Animals

Domestic animals may be at the Airport only if restrained by a leash, container, or crate or inside Operator's, Lessee's, Sublessee's, or user's facilities, aircraft, or vehicles. No person shall bring other animals, except for special assistance animals or animals used for law enforcement purposes in Public Areas, unless destined for air transport and restrained by a leash, container, or crate. Any person who brings an animal on airport property is responsible for:

- 2.12.1. ensuring compliance with all laws of the City of Missoula;
- 2.12.2. removal and/or cleanup of all fecal waste deposited by the animal on Airport Property;
- 2.12.3. any damage which may be caused by said animal.

No person, except those authorized by the Authority, shall intentionally hunt, pursue, trap, catch, injure, or kill any animal at the Airport. No person shall feed or perform any other act to encourage the congregation of animals on any portion of the Airport.

2.13. Weapons and Explosives

Weapons (including, but not limited to, firearms, tear gas, mace, pepper spray, or other similar devices, materials, or substances) or explosives may only be possessed in accordance with applicable Legal Requirements.

Weapons are strictly prohibited beyond the screening checkpoint and sterile/secure areas with the exception of authorized law enforcement personnel meeting applicable requirements.

2.14. Alcoholic Beverages

Alcoholic beverages may only be consumed in accordance with applicable Legal Requirements. The Authority reserves the right to exclude or expel any person who, in the judgment of a Public Safety Officer, is intoxicated or under the influence of alcoholic beverages or drugs. Authority reserves the right to restrict the consumption of alcoholic beverages at the Airport.

2.15. Use of Public Areas

Marking or defacing the floors, walls, windows, ceilings, or any other surface is prohibited. Use of the Public Area in any facility or in any area for purposes of sleeping in lieu of a hotel, motel, or other accommodation is prohibited except that passengers with a valid boarding pass are permitted to stay in designated areas of the terminal 24 hours prior to departure and 24 hours after arrival. Authority restrooms shall not be used for washing any clothing or material or in lieu of a shower.

2.16. Trespass

No person shall enter or remain in any area of the Airport unless the person has legitimate airport business.

Legitimate airport business includes, but is not limited to:

- 2.16.1. Working at the Airport;
- 2.16.2. Engaging in permitted commerce;
- 2.16.3. Conducting an activity for which a permit has been issued by the Authority;
- 2.16.4. Departing the Airport as a ticketed airline passenger;
- 2.16.5. Arriving at the Airport as a ticketed airline passenger;

- 2.16.6. Engaging an airline for customer service purposes, such as purchasing or rescheduling a flight, or filing a claim for lost luggage, among other similar customer service purposes;
- 2.16.7. Waiting for or escorting an individual engaged in the activities enumerated in this subsection.

Any person who violates this provision shall be promptly asked to leave the Airport and removed if failing to comply.

2.17. *Trash and Recycling*

Trash of any kind shall not be placed, discharged, or deposited at the Airport except in properly designated trash receptacles. Exterior trash receptacles and recycling containers shall be equipped with securely fastened lids. Trash and recyclable materials shall not be brought to or burned on Airport property. Trash receptacles and recycling containers shall be kept clean and emptied on a regular basis to prevent overflowing.

2.18. *Fire and Flammable Materials*

Operators, Lessees, and Sublessees shall comply with practices recommended by the National Fire Protection Association (NFPA) and all fire codes, regulations, or directives issued by the Authority.

In no event shall smoking, vaping, or carrying lighted cigars, cigarettes, or pipes occur within 50 feet of any airport terminal, aircraft, Refueling vehicle, or fuel storage facility. Open flames (i.e., candles, fixtures, or fires) are prohibited without the prior written permission of the Authority.

- 2.18.1. Aircraft Rescue and Fire Fighting (ARFF) personnel may engage in training exercises which require open flames.

Any uncontrolled fires (regardless of size or whether the fire has been extinguished) shall be reported immediately to MSO-Public Safety or by dialing “911”. No person shall tamper with any fire extinguisher or related equipment or use the same for any purpose other than fire prevention or firefighting.

- 2.18.2. Such equipment may be inspected by the Authority at any time and shall be fully operational and inspected annually.

- 2.18.2.1. A tag showing the date of the last inspection by a certified vendor (and who performed the inspection) shall be attached to each unit and records, acceptable to fire underwriters, shall be kept documenting the status of each unit.

No person shall block or modify any self-closing fire door or do anything which would interfere or prevent closing in the event of a fire. Flammable materials shall only be used or stored in accordance with the practices recommended by the NFPA and in compliance with applicable Legal Requirements.

2.19. *Chemicals and Hazardous Materials*

No person shall store, keep, handle, use, dispense, discharge, or transport any Hazardous Materials or Hazardous Materials container in contravention of any Legal Requirements. Proper permits must be obtained from the Agency having jurisdiction over such materials, copies must be maintained on file for review by the Authority, and prior notification must be given to the Authority. Lessee must comply with all requirements within the current edition of the Missoula Montana Airport Storm Water Pollution Prevention Plan (SWPPP).

If any Operator, Lessee, Sublessee, Permittee, or other entity stores, uses, or dispenses any Hazardous Materials in such a way as to be subject to any of the requirements under the Emergency Planning and Community Right-to-Know Act (EPCRA), 42 U.S.C. § 11001, et seq., such entity shall be responsible for any reporting obligations under EPCRA. The Authority will not be responsible for compliance with any EPCRA requirements, except to the extent the Authority stores, uses, or transports Hazardous Materials.

- 2.19.1. If the storage of Hazardous Material is approved, such material must be placed in suitable containers designed specifically for storage of Hazardous Materials with self-closing, tight-fitting, leak-proof lids which are properly secured, clearly marked and labeled.

- 2.19.1.1. Safety Data Sheets (SDS) for all Hazardous Materials shall be maintained on-site so as to be readily available to emergency responders in the event of an emergency and for review, at any time, by the Authority.
- 2.19.2. Hazardous Materials shall not be stored in close proximity to operating aircraft, vehicles, equipment, or sources of heat nor be stored in excess of amounts needed as current inventory. All Hazardous Material shall be kept enclosed in a clearly marked and properly labeled container, the type and design of which must meet the approval of the Authority.
 - 2.19.2.1. Secondary containment is required for Hazardous Materials being stored in tanks, drums, or other similar storage receptacles. Secondary containment must meet indoor or outdoor requirements based on where containers are being stored. The Authority conducts routine inspections of all facilities housing hazardous materials. If a lessee is found to be out of compliance by not having appropriate secondary containment, the lessee will have 30 days to make appropriate corrections.
 - 2.19.2.2. Fuels in containers greater than or equal to 55 gallons shall not be stored without providing prior notification to the Authority. If any operator, lessee, sublessee, permittee, or other entity has an aggregate oil storage capacity above ground of more than 1,320 gallons they must develop and provide a copy of their SPCC plan to the Authority. The term oil means oil of any kind or in any form, including, but not limited to petroleum; fuel oil; sludge; oil refuse; and other oils and greases, including synthetic oils and mineral oils.
 - 2.19.2.3. Changing, adding or draining equipment fluids (oil, anti-freeze, brake fluid, steering fluid, battery acid, etc) inside of Terminal building is prohibited. All fluid changes must be conducted outside of Terminal building in an area preapproved by The Authority.

Hazardous Materials and Hazardous Materials containers shall be disposed of in a manner consistent with the practices recommended by the NFPA and in full compliance with these Rules and Regulations, the Authority's Storm Water Pollution Prevention Plan (SWPPP), the Authority's directives, and Legal Requirements.

- 2.19.3. Used or spent engine oil shall be disposed of only at waste oil stations or approved disposal locations. No person shall bring used or spent engine oil onto the Airport.

2.20. Environmental (Hazardous Materials) Clean Up

The party responsible for an environmental incident (to include the overflowing or spilling of fuel, oil, lubricants, grease, dope, paint, varnish, lacquer, solvent, acid, or other Hazardous Materials) is responsible for: the immediate mitigation and cleanup of the overflow or spill, proper disposal of the substance(s) and used cleanup materials, immediate notification of the Authority, and assumption of the risk and expense of cleanup and mitigation efforts.

In the event the Authority determines the responsible party is unavailable, unable, or unwilling to take the appropriate action to mitigate the adverse environmental incident in a timely manner (at the responsible party's risk, cost, and expense), the Authority may take action as necessary to control and/or clean up the site at the risk, cost, and expense of the responsible party, without liability to the Authority.

Hazardous Materials Overflow or Spills – In the event a Hazardous Materials overflow or spill occurs, regardless of the amount of the overflow or spill, the responsible party shall take appropriate action to contain the overflow or spill, notify the Authority and other appropriate Agencies and clean up, mitigate, and remediate the site.

The following procedures shall be followed in the event of a Hazardous Materials overflow or spill unless otherwise required under an approved SPCC Plan or instructed by the Authority.

Hazardous Materials Overflow or Spills – The responsible party shall:

- 2.20.1. Stop the source of the spill immediately.
- 2.20.2. Contain the spill with appropriate absorbent material(s).
- 2.20.3. Block all stormwater drains in the immediate area to prevent the spill from flowing into the drain(s).
- 2.20.4. Immediately contact the Authority (Public Safety).
- 2.20.5. Determine the threat to the immediate public and make any arrangements to secure the safety of the immediate public (e.g., evacuation).
- 2.20.6. Assess the damage to land and/or ground water in conjunction with the Authority.
- 2.20.7. Provide a written summary of the spill to the Authority within 24 hours of the spill, which shall also identify the measures which the responsible party will take to eliminate the potential for such a spill in the future.

Entities that handle any kind or amount of hydrocarbon material or are responsible for maintenance of any hydrocarbon systems shall have spill kits on hand with sufficient: (a) containment booms to form a barrier around a spill and (b) sufficient absorbent material(s), booms, blankets, pads, pillows, and other clean-up materials available to pick up the spilled product and store it in a sealed container(s) until proper disposal can be made. Salvage drum(s) shall be approved by the Department of Transportation (DOT) (DOT-E-10102).

2.21. *Painting*

Painting, or paint stripping shall only be performed in those facilities specifically approved for such activities and in accordance with the practices recommended by the NFPA and in full compliance with the Authority's SWPPP, the Authority's directives, and applicable Legal Requirements.

2.22. *Emergency Conditions*

Emergency conditions shall not mitigate or cancel these Rules and Regulations. Emergency directives or procedures may be issued at the discretion of the Airport Director.

2.23. *Special Events*

Submit a written request to the Airport Director or designee including number of expected people, date, time location and the nature of the event. The Airport Director will respond within 10 days after confirming with TSA. Acceptance is at the Airport Directors discretion.

2.24. *Skydive/Parachute Jumping*

No person shall skydive/parachute jump onto the Airport without the prior written permission of the Airport Director. Permission may be granted through a Letter of Agreement and/or within a lease agreement. Skydive/parachute landings shall only occur at an Authority approved and designated Drop Zone. Skydive/Parachute operations shall be conducted in conformance with AC 105-2E and the most current version of the Skydiver's Information Manual published by the United States Parachute Association (USPA).

2.25. *Unmanned Aircraft/Drone Operation*

No person shall operate a drone on Airport property without the prior written permission of the Airport Director and is subject to approval by ATC.

3. AIRCRAFT

3.1. *Legal Requirements*

Aeronautical Activities shall conform to 14 Code of Federal Regulations (CFR), these Rules and Regulations, the directives of the Airport Director, or Air Traffic Control (ATC) personnel.

3.2. *Based Aircraft Registration*

Based aircraft must be registered with the Authority or through an authorized FBO or SASO where the aircraft is based. Registration information shall include the following:

- 3.2.1. Aircraft make, model, registration number, and maximum gross landing weight.
- 3.2.2. Hangar location if applicable.
- 3.2.3. Aircraft Owner's and Aircraft Operator's (if different) name, address, and phone number.
 - 3.2.3.1. If more than one person or entity owns and/or operates the aircraft, the name, address, and phone number of all Owners and Operators shall be provided.
- 3.2.4. A Certificate of Insurance identifying the applicable insurance coverages and amounts required by the Authority
 - 3.2.4.1. Aircraft Owner and/or Aircraft Operator shall procure, maintain, and pay all premiums and carry and keep policy in full force and effect throughout the registration period for the applicable insurance coverages.
 - 3.2.4.2. Coverage shall not be suspended, voided, or canceled by either party or reduced in coverage or in limits except after 30 calendar days prior written notice, 14 calendar days prior written notice for cancellation for non-payment of premium, by certified mail, return receipt requested, has been given to the Authority.
 - 3.2.4.3. The insurance company or companies underwriting the required policy shall be authorized to write such insurance in the State of Montana or be approved in writing by the Authority.
 - 3.2.4.4. The Authority reserves the right to require more or different types of insurance coverage based on entity's individual risks or exposures.

3.3. *Non-Airworthy Aircraft*

Only aircraft considered airworthy or with a special flight authorization by the FAA and military aircraft shall use the Airport for aircraft parking, staging, or storage. Non-airworthy aircraft (including non-commercial construction of amateur-built or kit-built aircraft in compliance with construction progress benchmarks) may undergo long-term major renovation or restoration as long as the aircraft is stored in a hangar approved for such Aircraft Maintenance or as otherwise previously authorized in writing by the Airport Director.

- 3.3.1. Aircraft Owner or Aircraft Operator shall either remove non-airworthy aircraft from the Airport or provide evidence of airworthiness within 30 days of written notification from or on behalf of the Authority.
- 3.3.2. If aircraft Owner or Aircraft Operator is unknown or cannot be located, the Airport Director shall conspicuously post and affix such written notice to the aircraft.

3.4. *Disabled and Abandoned Aircraft*

Aircraft Owner or Aircraft Operator shall be responsible for the safe and prompt removal of disabled aircraft and any part thereof from a Movement Area to a designated Non-Movement Area, unless otherwise required or directed by the Authority, FAA, National Transportation Safety Board (NTSB), or Agency having jurisdiction.

Abandoning an aircraft on the Airport is prohibited.

In the event the Authority determines the aircraft Owner or Aircraft Operator is unavailable, unable, or unwilling to remove a non-airworthy, disabled, or Abandoned aircraft in a timely manner (at Aircraft

Operator's risk, cost, and expense), the aircraft may be impounded by the Authority at the risk, cost, and expense of the aircraft Owner or Aircraft Operator, without liability to the Authority.

- 3.4.1. Once an aircraft is impounded by the Authority, the Authority shall charge reasonable impoundment fees and thereafter publish a notice of intent to remove the aircraft in the legal origin of the county in which the aircraft Owner or Aircraft Operator was last known to reside/exist, and if such location is unknown, then in the legal origin of Missoula, Montana.
- 3.4.2. The aircraft Owner or Aircraft Operator may claim the aircraft by responding to the Authority in writing, paying the impoundment fees in full, and promptly removing the aircraft from the Airport.
 - 3.4.2.1. If the aircraft is not claimed by the aircraft Owner or Aircraft Operator, the Authority shall dispose of Abandoned aircraft in accordance with Legal Requirements.
- 3.4.3. The Authority shall retain any surplus arising from the sale of the aircraft after expenses, incurred by the Authority in connection with the aircraft, have been paid.
- 3.4.4. The Authority may assess and recover from the aircraft Owner or Aircraft Operator all applicable rents and fees, impoundment charges, and other related expenses including reasonable attorney fees incurred by the Authority in connection with the enforcement of these provisions.

3.5. Hours of Operation

The public use aeronautical areas (runways, taxiways, and supporting infrastructure) of the Airport are available for use 24 hours per day, 7 days per week, unless closed by Notice to Airmen (NOTAM).

3.6. Accidents and Incidents

Aircraft Operators involved in an Aircraft Accident or aircraft Incident shall make a full and complete report to the Authority and appropriate Agencies in a timely manner, complete any additional required forms and/or reports, and comply with NTSB Regulations Part 830.

- 3.6.1. The report to the Authority shall include copies of any forms, reports, and/or documentation provided to the NTSB, FAA, or other Agencies having jurisdiction.

Aircraft involved in an Accident may not be removed from the scene of the Accident until authorized by the Authority. Once authorization to remove the aircraft has been issued, the aircraft Owner or Aircraft Operator shall be responsible for the safe and prompt removal of the aircraft (and any parts) to a designated area and the clean-up, repair, and restoration of any damage caused to Airport facilities and any costs associated therewith.

3.7. Prohibiting Use of the Airport

The Airport Director shall have the right at any time to close or restrict use of the Airport or any portion thereof to aircraft operations (except for an emergency operation), or deny the use of the Airport to any entity when the Airport Director considers such actions to be necessary and desirable in the interest of safety or security.

- 3.7.1. The Airport Director may issue or cancel a NOTAM to close or open the Airport (or any portion thereof) or to restrict or terminate any activity at the Airport.
- 3.7.2. Under no circumstance shall an authorized Airport closure or restriction constitute grounds for reimbursement of any expense, loss of revenue, or damage which may be incurred by any entity.

3.8. Maintenance

Aircraft Maintenance, including aircraft painting or paint stripping, may only be performed within hangars, buildings or those areas specifically designated by the Authority and shall be limited solely to that specifically permitted by the type rating established by Building and Fire Codes, and then, only in compliance with the instructions of the Authority.

Aircraft Line Maintenance may be performed on aircraft owned or operated by passenger or cargo Air Carriers.

3.9. Cleaning

Aircraft cleaning shall only be performed in full and complete compliance with the Authority's SWPPP. Aircraft cleaning, which creates runoff, occurring in locations other than approved aircraft wash racks shall be approved by the Authority

When non-biodegradable soap, solvents, and/or degreasers are used for aircraft cleaning, these substances shall be disposed of in accordance with Legal Requirements. Aircraft, aircraft engines, and/or parts may be dry washed without approval by the Authority.

3.10. Deicing

Aircraft deicing shall only be accomplished in full compliance with the Authority's SWPPP and at location(s) specified and permitted by the Authority.

3.11. Engine Operation

Between the hours of 10:00 p.m. and 6:00 a.m., aircraft engine Runups are not permitted except for Runups required in preparation for aircraft departure or conducted in approved maintenance Runup facilities. Engine Runups are prohibited in Non-Movement Areas and on the Air Carrier Ramp(s), unless authorized by Airport Authority.

3.11.1. Aircraft engines shall not be started within any structure.

3.11.2. Aircraft controls shall be attended while aircraft engine(s) are operating.

3.11.3. Propeller, engine, and exhaust noises shall be kept to a minimum.

Any person operating an aircraft engine in an area which is accessible to the public shall alert and take precautions to protect the public from potential hazards resulting from such operations. Starting an aircraft engine when flammable liquid is on the ground in the immediate vicinity of the aircraft is prohibited.

3.12. Parking and Storage

Aircraft shall be parked in such a manner as to be completely contained within the parking or Tiedown space and shall not be positioned in such a manner so as to block a Taxiway or Taxi lane, or obstruct access to hangars, parked or staged aircraft, parked or staged vehicles, equipment, gates, or fuel storage facilities.

Aircraft Operators shall ensure aircraft are properly secured when parked and/or stored.

Upon request of the Authority for the purpose of safe, orderly, and efficient operation and use of the Airport, the aircraft Owner or Aircraft Operator shall move the aircraft to a location and/or position identified by the Airport Director. In the event the aircraft Owner or Aircraft Operator is unavailable, unable, or unwilling, the Airport Director may move the aircraft at the risk, cost, and expense of the aircraft Owner or Aircraft Operator without liability to the Authority.

3.13. Security

In the event the type, use, or condition of an aircraft requires that security be obtained, provided, and/or maintained, the aircraft Owner or Aircraft Operator shall be responsible for such security and may only provide (and/or arrange for) such security after notifying the Authority. Security measures shall not hinder, delay, or prevent relocation or removal of aircraft at the direction of the Authority.

3.13.1. No person shall interfere or tamper with any aircraft in contradiction to these Rules and Regulations without the aircraft Owner's or Aircraft Operator's permission.

3.14. Operations

Operating an aircraft in a careless, negligent, or reckless manner which endangers or is likely to endanger persons or Property is prohibited. Airborne radar equipment shall not be operated or ground-tested in an area where the directional beam of such radar, if high intensity (50KW or greater output), is

within 300 feet or if low intensity (less than 50KW output), is within 100 feet of another aircraft, an aircraft Refueling vehicle, or a fuel storage facility.

3.14.1. Aircraft radio transmissions, if not for maintenance purposes, are prohibited while an aircraft is inside a hangar.

The starting, positioning, or taxiing of aircraft shall be done in such a manner to avoid generating propeller or engine blast which may endanger persons or damage Property. It may be necessary to tow the aircraft to a location or position at the Airport where the propeller or engine blast will not endanger persons or damage Property when the engines are started or operated.

Aircraft shall not land, takeoff, taxi, park, or be staged in any area that has been restricted to a maximum weight bearing capacity of less than the maximum weight of the aircraft unless authorized in writing by the Authority or due to an emergency.

3.14.2. It shall be the Aircraft Operator's responsibility to repair any damage caused by excessive weight and/or other operations.

3.15. Taxiing and Towing Operations

Aircraft shall not be taxied until the Aircraft Operator has determined (by visually inspecting the area) there shall be no danger of collision with any person or Property.

3.15.1. Aircraft shall not be taxied into, out of, or within any structure.

Aircraft being taxied shall have a person at the controls of the aircraft who shall monitor the radio transmitting frequency in use by ATC if the aircraft is equipped with a radio and the radio is functional. Taxiing aircraft shall not taxi at a speed greater than is reasonable and prudent under the conditions that exist with regard for actual and potential hazards and other aircraft so as not to endanger persons or Property.

Aircraft shall only be taxied or towed in areas normally used for operation of aircraft unless prior written approval has been provided by the Authority.

3.16. Rotorcraft Operations

Rotorcraft shall park or operate only in Movement Areas, aircraft parking areas, or areas designated by the Authority for rotorcraft operations. Rotorcraft shall not be operated within 50 feet of any structure or fuel storage facility.

3.17. Restricted Activities

Unless otherwise approved by Agreement, Aircraft Operators shall provide advance notification to the Authority before engaging in any of the following activities and shall conduct these activities in accordance with the specific requirements stipulated by the Authority:

3.17.1. Use of motorless aircraft – the landing upon or towing of gliders and other certificated motorless aircraft.

3.17.2. Use of ultralight vehicles – the landing or taking off of ultralight vehicles unless approved in writing by the Airport Director.

3.17.3. First flight or test flights after major airframe and/or powerplant modifications.

3.17.4. Use of lighter-than-air aircraft – the landing or taking off of airships, dirigibles, blimps, balloons, and other certificated lighter-than-air aircraft which utilize gasses or hot air to provide lift.

3.17.5. Banner or glider towing – the landing or taking off of aircraft which tow banners, gliders, or other devices.

3.17.6. Sky diving, parachuting, or powered parachute operations.

3.17.7. Operation of model aircraft.

3.17.8. Operators of unmanned aerial vehicles (UAV), or unmanned aircraft system (UAS) aircraft within five statute miles of the Airport shall comply with all applicable Legal Requirements.

This may include, but is not necessarily limited to, notifying and obtaining written permission from the Airport Director to fly UAV or UAS aircraft within protected airspace.

- 3.17.9. Operation of aircraft with a maximum certificated takeoff weight in excess of the published weight bearing capacity for the runway(s) and/or Taxiway(s).
- 3.17.10. Transportation of Hazardous Materials – landing or taking off with flammable, explosive, or corrosive materials, except those which are carried aboard (and necessary) for the operation of the aircraft or use by crewmembers or passengers. All shipments of Hazardous Materials shall comply with regulations established in 49 CFR Parts 100-199 and Legal Requirements governing such shipments. Hazmat and ARFF equipment and trained personnel will be required for this type of operation as a precautionary measure. Costs associated with trained hazmat personnel and related equipment shall be borne solely and completely by the Aircraft Operator.

3.18. Fees

Aircraft shall not land or takeoff unless the aircraft Owner or Aircraft Operator has paid the fees which may be established and assessed by the Authority unless exempt by Agreement.

- 3.18.1. Aircraft that may be exempt from Authority fees include aircraft owned and/or operated by the United States of America, owned and/or operated by military forces of the United States of America, and operated by foreign military forces in support of allied military operations that do not utilize the Airport significantly (as defined by the FAA).

4. PASSENGER TERMINAL BUILDING

4.1. *Baggage Carts*

Baggage carts may not be removed from the Airport. Authority employees, Lessees, Sublessees, and contractors may not keep or stow baggage carts. Lessees, Sublessees, or contractors will be charged a fee if baggage carts are found in their exclusive Leased Premises. No person other than persons authorized by the Authority shall dispense baggage carts. It shall be prohibited for any person to come to the Airport for the express purpose of returning or otherwise using baggage carts for financial benefit. The Authority or assignee is responsible for collecting baggage carts.

4.2. *Public Address System*

Only those types of public address systems that are commonly employed to announce the arrival and departure of scheduled aircraft or other information relevant to the operation of the Airport shall be permitted for use in the Passenger Terminal Building.

4.2.1. No person shall use or cause to be used the public-address system for the solicitation of business.

4.2.2. The public-address system shall only be used in accordance with individual Lessee or Sublessee Agreements.

4.3. *Smoking*

Smoking and vaping are prohibited in the Passenger Terminal Building and within 30 feet of the main entrances, exits, operable windows, or ventilation system intakes. Cigarette/cigar butts, matches, and lighters must be disposed in fireproof waste receptacles.

4.4. *PACS/Key Airport Access*

The Authority will provide all initial door locks (and keys) and/or access media to authorized individuals for access to the Passenger Terminal Building and for each Leased Premises owned by the Authority, at the expense of the Authority. All subsequent lock changes or lost key replacements requested by the Lessee or Sublessee, if approved by the Authority, shall be completed by the Authority at the Lessee's or Sublessee's sole cost and expense.

4.4.1. Duplicate keys shall not be made, and additional locks shall not be placed in or on the Leased Premises without prior written authorization by the Authority.

4.5. *Leased Premises*

Leased Premises and adjacent areas shall be kept clean and free from rubbish. Corridor doors when not in use shall be closed. No debris, trash, dirt, dust, or other like material shall be swept or thrown into corridors, hallways, or stairwells. The Authority reserves the right to collect and dispose of garbage and subsequently charge tenants for such collection and disposal.

4.5.1. In the event infestation occurs of insects or animals, the Lessee or Sublessee shall take immediate action utilizing licensed eradication methods (in the event this is the responsibility of the Lessee or Sublessee through Agreement).

4.5.2. In the event the Lessee or Sublessee is unable to take immediate action, the Authority may take appropriate action and shall have the right to collect the expense of such action for the Lessee or Sublessee.

No area of the Passenger Terminal Building shall be used for storage of equipment, fixtures, or cargo without prior authorization of the Authority. No area of the Passenger Terminal Building shall be used for oil, transmission or radiator changes or any maintenance activity that includes the removal or replacement of fluids. All decorations at ticket counters and gate areas are prohibited without prior written authorization from the Authority. Any damage to Airport facilities as a result of the application of decorations may be charged to the Lessee or Sublessee as additional rent or cost recovery. Lessees and Sublessees shall not erect, install, or otherwise maintain any aerials, transmitters, or antenna without prior written authorization from the Authority.

4.6. *Baggage Conveyor System and Unclaimed Baggage*

No person shall ride, walk, sit, or stand on the baggage conveyor system (or any portion thereof) and no unauthorized items shall be placed on the baggage conveyor system. Entities responsible for operating and loading the baggage conveyor system shall be responsible for unloading all unclaimed baggage.

4.7. *Elevator, Wheelchairs*

No person shall use an elevator, or wheelchair for any purpose other than the purpose for which it is designed and intended and then only in the manner specified by the manufacturer.

4.8. *Airline Operations*

Passengers shall not be permitted to enplane or deplane an aircraft except in the presence of and only after receiving express permission from authorized personnel. Aircraft must only be enplaned or deplaned in designated areas unless prior permission by the Authority has been obtained. Authorized personnel must escort and safely channel passengers through established routes to and from the aircraft.

Gate Usage and Assignments – All aircraft gates are reserved for scheduled commercial, commuter, and approved contract Air Carrier aircraft only.

- 4.8.1. Gates may only be used by the entity with an Agreement. It is the responsibility of airline employees to ensure aircraft are taxied to and from gate positions or parking locations without injuring or damaging any persons, equipment, building, other aircraft, or any Property.

The assignment of Remain Overnight (RON) Air Carrier aircraft parking positions will be conducted by the Authority.

4.9. *Engine Operation*

Power back procedures are prohibited without prior authorization from the Authority.

Engine cross bleed starts shall only be accomplished as follows:

- 4.9.1. Advise ATC of request to push back onto the Air Carrier Ramp and intent to conduct an engine cross bleed start.
- 4.9.2. After receipt of clearance from ATC, aircraft shall be pushed back until lined up on the Taxiway/Taxi lane centerline.
- 4.9.3. Cross bleed shall not be started until the aircraft is positioned on the Taxiway/Taxi lane centerline and the ground crew confirms procedure can be initiated without adverse impact on other aircraft, vehicles, or personnel.

4.10. *Ground Support Equipment*

Ground support equipment (including, but not limited to, chocks, air stairs, etc.) shall not be stored outside the boundaries of the Leased Premises or designated area by the Authority. Lavatory service equipment shall be well maintained and compatible with the waste receptacles provided by the Authority. All Ramp scrubbing shall be accomplished through use of approved vacuum type scrubbers and the wastewater shall be disposed of in compliance with Legal Requirements.

- 4.10.1. All spillage of lavatory waste shall be immediately cleaned by the responsible party.

4.11. *Maintenance in Bag Makeup Area*

Maintenance conducted in the bag makeup area shall be only conducted with the consent of the Authority. All parties conducting any type of maintenance shall be responsible for cleanup and disposal of all materials used. Parties will further be responsible for any damage that occurs to Airport property as a result of such activities.

5. VEHICLES

5.1. Legal Requirements

All vehicle Operators shall comply with the State of Montana Vehicle Code, these Rules and Regulations, Resolutions issued by the Authority Board of Directors, directives issued by the Airport Director, and the orders of the Authority. All roads outside the AOA are ways of the state open to the public and subject to Title 61, Montana Code Annotated and applicable regulations (“Title 61”). Title 61 shall apply to the ways of the state open to the public at the airport regardless of any other definition or reference to highway, public highway, street or roadway in Title 61.

A violation of Title 61 the airport is a violation of these rules. A person in violation of Title 61 can be warned or provided a written citation into Missoula County Justice Court or Missoula Municipal Court.

5.2. Equipment

Vehicles shall not be operated at the Airport unless the vehicle is in sound mechanical order, has adequate lights, horn, and brakes, and provides clear and unobstructed visibility from the driver’s position. Trailers and semi-trailers are not permitted at the Airport unless equipped with lights (or reflectors) on all sides and a proper brakes/braking system.

5.3. Operations

Vehicles are not permitted to be operated in a careless, negligent, unsafe, or reckless manner; in disregard of the rights, safety, and security of others; and without due caution and circumspection; or at a speed or in a manner which endangers, or is likely to endanger, persons or Property. Vehicles constructed, equipped, loaded, or maintained (or having attached thereto any object or equipment which drags, swings, or projects) so as to endanger or be likely to endanger persons or Property is prohibited.

Vehicles shall not be operated in any hangar for a prolonged period of time unless the vehicle exhaust is protected by screens or baffles to prevent the escape of sparks or the propagation of flame and a vent system exists to prevent exhaust fumes from building up in the hangar.

Airside and Landside Speed Limits

Safe Speed – Vehicles shall not be operated at a speed greater than is reasonable and prudent under prevailing conditions and/or in a manner that endangers persons or Property.

Minimum Speed – Vehicles shall not be operated at such a slow speed as to impede or block traffic, except as necessary for safety or in compliance with Legal Requirements.

Maximum Speed – Vehicles, except Emergency vehicles or equipment responding to an emergency, shall not be operated in excess of the posted speed limits or in excess of any speed stipulated in these Rules and Regulations. In areas where signs, markers, or devices are not used or posted, the speed limit shall be:

Maximum Speed (miles per hour)	MSO
Airside	15
Landside	15 or posted speed limit

Vehicle Operators shall not, after receiving a visual or audible signal from the Authority employee or the Authority, fail to stop the vehicle being operated, operate the vehicle in disregard of the signal, or interfere with or endanger persons or Property. Vehicle Operators shall provide proper signals and obey all traffic lights, signs, mechanical or electrical signals, and pavement markings unless directed otherwise by the Authority.

The Airside perimeter road shall be used only by Authority designated vehicles including Authority vehicles, Refueling vehicles, and other vehicles approved previously in writing by the Authority to be on the Movement Area as described in these Rules and Regulations. The operation of vehicles which are overloaded (as designated in the vehicle operation manual) are prohibited.

Persons shall not ride on the running board, in the beds of pickup trucks, ride on the outside of a vehicle, or allow arms or legs to protrude from a vehicle with the exception of Emergency vehicles that are designed specifically for such operations. Vehicle Operators shall yield the right of way to aircraft, Emergency vehicles or equipment, and pedestrians.

Vehicles shall not be operated in such a manner or within such proximity of an aircraft as to create a hazard or interfere with the safe and secure operation of the aircraft.

- 5.3.1. Vehicles, except Emergency vehicles or equipment responding to an emergency, shall not overtake or pass in front of a moving aircraft.
- 5.3.2. Vehicles shall come no closer than 50 feet to a taxiing aircraft and shall pass to the rear of taxiing aircraft.
- 5.3.3. Vehicles shall not pass closer than 20 feet from any wing or tail section of a parked or staged aircraft where practical.

Vehicles used for hauling trash, dirt, or any loose material(s) shall be operated in such a fashion as to prevent the contents from dropping, leaking, or otherwise escaping including, at a minimum, covering the load.

Tugs (Towing Vehicles and Related Equipment):

- 5.3.4. Positive locking couplings are required for all towing vehicles and related equipment.
- 5.3.5. Aircraft towing vehicles and related equipment shall be returned to designated parking or staging areas immediately following unloading.

5.4. Security

Vehicle Operators shall stop and ensure the gate is fully closed before proceeding and shall also ensure that no unauthorized vehicles or persons gain access to the Airport while the gate is in operation. If the gate fails to close or the vehicle Operator cannot prevent such access, the vehicle Operator shall immediately contact the Authority.

5.5. Air Operations Area

Vehicles on the AOA may only be operated by authorized persons with a current Access Control Badge. Vehicle Operators using the AOA on an irregular basis must be escorted by an authorized vehicle Operator or obtain permission from the Authority in writing and shall proceed directly to the vehicle Operator's destination on the Airport without entering the Movement Area. The Authority may restrict vehicles to a certain area(s) of the AOA. Such restrictions may prohibit vehicle operations outside the designated area(s).

Use of motorhomes, mini-bikes, dirt bikes, all-terrain vehicles, go-carts, roller blades, skateboards, bicycles, unicycles, or other similar devices for recreational purposes are not permitted without the prior written permission from the Authority.

5.6. Movement Area

No vehicle shall enter Movement Areas without prior authorization (including appropriate training and safety markings) and two-way radio communication with the ATCT/CTAF or an Airport escort.

Vehicles in the Movement Area shall be properly marked in a manner approved by the Authority. No person shall take or drive any vehicle on the Movement Area unless authorized in an Agreement or obtained in writing, in advance, from the Authority.

- 5.6.1. Vehicle Operators having access to the Movement Area shall comply with the Letter of Agreement between the Authority and ATC regarding Airport Surface Traffic Procedures. Vehicle Operators shall obtain clearance from ATC prior to entering the Movement Area.

Vehicles operating in the Movement Area shall be equipped with a functioning two-way radio capable of communicating on the proper aeronautical frequencies (ranging from 108.00 MHz to 136.00 MHz). In the event a vehicle in the Movement Area experiences radio failure, the vehicle must vacate the area utilizing perimeter roadways or other non-controlled routes. If exit via non-controlled route is not possible, the vehicle Operator shall indicate radio failure by facing the vehicle towards the control tower and flashing the vehicle's headlights. Thereafter, the vehicle Operator shall operate the vehicle based upon (in accordance with) the standard colored light signal directions given by ATC immediately.

Vehicles operating on the Movement Area shall be equipped with an approved and fully operational amber (or red for Emergency vehicles only) rotating, flashing, or steady beacon on the roof or uppermost point of the vehicle providing a 360-degree view and in compliance with AC 150/5210-5D "Painting, Marking and Lighting of vehicles Used on an Airport". The beacon shall be activated and remain in operation by the vehicle Operator prior to entering the Movement Area.

Vehicle Operators operating in the Movement Area must be conversant with standard colored light signals, regardless of whether or not the vehicle is radio equipped.

- 5.6.2. Steady Green – Cleared to cross, proceed, or go
- 5.6.3. Steady Red – Stop
- 5.6.4. Flashing Red – Clear the runway/Taxiway
- 5.6.5. Flashing White – Return to starting point on the Airport
- 5.6.6. Alternating Red and Green – Exercise extreme caution

5.7. *Accidents Involving Vehicles*

A vehicle Operator involved in an Accident resulting in any injury or death to a person(s) or damage to Property shall stop at the scene (or as close as possible to the scene without creating a safety hazard) and immediately call Public Safety. The vehicle Operator (and the vehicle) must remain at the scene until the Authority takes a full report. Crashes resulting in only property damage will be reported to Public Safety and the operators will fill out a Montana Highway Patrol Crash Report Form HQ 1598 (White Form). Any crash resulting in serious injury or death will be investigated by a Mutual Aid request to Missoula PD or Montana Highway Patrol.

5.8. *Cleaning and Maintenance*

Vehicles shall not be cleaned and/or maintained on the Airport, except for minor repairs which are necessary to remove such vehicles from the Airport or in designated areas approved in writing by the Authority.

5.9. *Parking or Stopping*

Vehicles shall be parked only in designated areas unless otherwise authorized in writing by the Authority. Vehicles shall not be parked or stopped so as to obstruct aircraft, vehicles, or pedestrians; within 15 feet of a fire hydrant or within a fire lane within 10 feet of either side of a security fence; and in violation with applicable signage and postings.

Vehicles, other than those loading and unloading aircraft, shall not stop for any purpose other than in the areas specifically designated for loading, unloading, parking, and/or staging and only in the manner prescribed by signs, painted markings, or other means. Displaying vehicles and/or equipment for sale, lease, or rent at the Airport is prohibited unless previously authorized in writing by the Authority.

- 5.9.1. Parking in designated public parking areas is open to any person using the Airport.

Employees of Operators, Lessees, or Sublessees may park Private vehicles in the employee parking areas designated by the Authority. Vehicles parked in a designated employee parking area must have a valid parking permit or pass, if so required, attached to the front windshield or mirror of the registered vehicle.

All service vehicles or equipment (including utility companies, delivery companies, government owned/operated, etc.) shall park in specially reserved and marked areas or other areas designated by the Authority.

Aircraft Operators may park vehicles which are fully operational, completely functional and properly permitted by the Authority inside the hangar or outside the hangar (but only in designated parking areas) while the Based aircraft in the hangar is gone.

- 5.9.2. Vehicles parked outside of a hangar more than 30 calendar days without prior written notification to the Authority shall be considered abandoned and the Authority may take whatever action is deemed appropriate to remove and/or dispose of the vehicle. Such action shall be at the vehicle Operator's risk, cost, and expense and without any liability to the Authority.
- 5.9.3. Vehicles may not be parked on Tiedown areas.
- 5.9.4. Abandoning a vehicle anywhere on the Airport, including on Leased Premises, is prohibited.

The Authority may tow, or otherwise remove any vehicle which is disabled or parked in violation of these Rules and Regulations (or if the vehicle creates a safety or security hazard or interferes with Airport operations) at the vehicle Owner or Operator's risk, cost, and expense and without any liability to the Authority.

5.10. Fees and Permits

Vehicles shall not be parked in any public parking area unless the vehicle Owner or Operator pays the fees which may be established and assessed from time to time by the Authority unless the vehicle Owner or Operator is exempt from payment as may be stipulated in an Agreement with the Authority.

Individuals or entities violating the parking or speed regulation of the Authority are subject to fines and/or towing. Infractions include but are not limited to;

- 5.10.1. Unattended vehicle;
- 5.10.2. Unauthorized parking;
- 5.10.3. Blocking crosswalk;
- 5.10.4. Blocking traffic;
- 5.10.5. Blocking fire lane;
- 5.10.6. Parking in a no parking zone;
- 5.10.7. Parking in a handicap space without a permit;
- 5.10.8. Exceeding the posted speed limit on Airport property.

Fees for parking and permitting violations can be found in the most recently published MCAA Schedule or Rates and Charges located at <http://www.flymissoula.com> or by request.

6. COMMERCIAL VEHICLES

6.1. *Legal Requirements*

All Commercial ground transportation companies and car rental companies shall comply with these Rules and Regulations and other applicable Legal Requirements.

6.2. *Vehicle and Operator Licensing*

Prior to providing Commercial ground transportation services, all Commercial Vehicle Operators (e.g., taxi, Limousines, charter party carrier/passenger stage carrier, and Courtesy vehicle operators) providing Commercial ground transportation services must apply for (complete and submit a Commercial Vehicle Permit Application to the Authority) and receive an approved Commercial Vehicle Permit from the Authority.

Commercial Vehicle Operators shall (at their own cost and expense) obtain from all applicable Agencies having jurisdiction, all licenses, permits, consents, approvals, authorizations, and insurance (in a form and amount stipulated by the Authority) that may be required for the provision of Commercial ground transportation services at the Airport. Such documentation shall be produced for examination immediately upon request by the Authority.

All required Commercial vehicle identification cards shall be affixed to the bottom right corner of the windshield or other location as directed by the Authority. No person shall remove, damage, or tamper with a Commercial vehicle identification card.

6.2.1. Commercial Vehicle Operators shall display a vehicle identification decal and/or automated vehicle identification transponder.

6.2.1.1. No person shall remove, damage, or tamper with a vehicle identification decal or transponder.

6.2.1.2. No person shall evade or attempt to evade an Airport automated identification reader.

Commercial vehicles shall be clearly identified with the name of the Commercial Vehicle Operator on the outside of the vehicle visible to passengers. Commercial vehicle Operators shall maintain financial records in accordance with accepted accounting practices, ownership records (e.g., articles of incorporate, identification of corporate officers, and registration with the State of Montana), and operating records (e.g., radio dispatch records and activity log beginning and terminating at the Airport) which shall be made available to the Authority upon request.

6.2.2. Records shall be maintained for at least three years.

6.3. *Non-Transferable*

Commercial Vehicle Permit, vehicle decal or hand tag, or vehicle transponder and identification card shall not be assigned or transferred without prior written approval of the Authority.

6.4. *Insurance*

Commercial Vehicle Operator shall procure, maintain, and pay all insurance premiums throughout the term of the Commercial vehicle Permit for the insurance coverages and amounts required by Legal Requirements and set forth by the Authority.

A current copy of Commercial Vehicle Operator's insurance must be kept on file with the Authority's Administration Department.

6.4.1. The insurance company or companies underwriting the required policy shall be authorized to write such insurance in the State of Montana (with a best rating of A or above) or be approved in writing by the Authority.

6.4.2. Required terms and limits shall be established by the Authority.

6.4.3. Insurance terms shall, at a minimum, assume financial responsibility for injuries to persons, employees, and property caused by Commercial Vehicle Operator's activities.

6.4.4. Commercial Vehicle Operator shall maintain worker's compensation for all employees.

6.4.5. Insurance shall identify the Authority, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers as additional insured.

6.5. *Parking or Stopping*

Only authorized Commercial vehicles shall use the Commercial Lane for parking. After discharging passengers or picking up passengers, each Commercial vehicle shall immediately leave the Airport (not Loiter). Commercial vehicles shall not be parked, staged, or stopped in such a manner as to interfere with vehicular or pedestrian traffic, with moving aircraft, moving refueling vehicles, emergency vehicles, ramp service personnel, pilots and passengers, and pedestrians. Commercial vehicles are limited to 30 minutes in the lane and are subject to Airport removal if it is deemed necessary except that commercial vehicles designated as taxis may remain in the commercial lane prior to a flight arrival and up to one hour after a flight arrival.

6.6. *Operator Conduct and Appearance*

Commercial Vehicle Operators shall remain in their vehicle or immediately adjacent to their vehicle except when necessary to use the restroom facilities, vending machines, pay phones, or obtain flight information in which case, the Commercial Vehicle Operator may be absent from the vehicle (or the immediate vicinity of the vehicle) for no more than five minutes.

6.6.1. Commercial Vehicle Operator is prohibited from Loitering.

6.6.2. Commercial Vehicle Operator is prohibited from standing inside the Passenger Terminal Building while the Commercial vehicle is in position in the designated area for passenger pickup.

Commercial vehicle Operator shall not:

6.6.3. solicit, persuade or urge any person (by words, gestures, or other form of communication) to use or hire any Commercial Vehicle Operator.

6.6.4. use offensive, abusive, or obscene language, gestures, or other forms of communication.

Commercial Vehicle Operator shall maintain a professional look and appearance (i.e., clean shirt and pants, shoes, and socks). Commercial Vehicle Operator shall conduct themselves in a courteous and professional manner and treat members of the traveling public with the utmost respect. Commercial Vehicle Operators shall at all times comply with the Authority's Commercial Ground Transportation Rules, Regulations and Fees available at <http://www.flymissoula.com> or by request. If there is a conflict between these Rules and Regulations and the Ground Transportation Rules, Regulations and Fees, the provisions of the Ground Transportation Rules, Regulations and Fees will govern.

6.7. *Passenger Loading or Unloading*

Commercial Vehicle Operator shall only receive passengers for hire in an area designated by the Authority following authorized procedures. Commercial Vehicle Operator may not refuse a passenger for any reason unless stipulated herein.

6.7.1. Commercial Vehicle Operator may refuse service if the Commercial Vehicle Operator:

6.7.1.1. has been dispatched on another call,

6.7.1.2. if passenger(s) appears to be intoxicated or under the influence of drugs or alcohol

6.7.1.3. if passenger is challenging to fight or fighting, or is using threatening, profane, or abusive language.

Nothing in these Rules and Regulations shall be construed to prevent a passenger from boarding the Commercial vehicle of the passenger's choice. Commercial Vehicle Operator shall be trained and provide transportation services for passengers with physical and mental disabilities.

6.8. *Commercial Vehicle Operations*

Commercial Vehicle Operator shall use the most direct available route on all trips unless otherwise specifically requested by the passenger. Commercial Vehicle Operator shall provide a receipt identifying

the amount paid, persons' name, vehicle license number, and Authority Commercial Vehicle Permit number to the passenger.

6.9. Commercial Vehicle Equipment and Condition

All Commercial vehicles shall be kept in good operating condition and appearance. Each Commercial vehicle shall be subject to inspection by the Authority at any time to determine compliance with these Rules and Regulations.

- 6.9.1. Failure to pass any portion of the inspection may result in the Commercial vehicle being prohibited from picking up and/or dropping off passengers until the discrepancies have been corrected to the satisfaction of the Authority.

If Commercial vehicle is required to have a taximeter, Commercial Vehicle Operator shall ensure the taximeter is in proper recording position and visible to all passengers as well as a meter light burning during the hours of darkness.

6.10. Fees

Nothing in these Rules and Regulations shall be construed as granting any Commercial Vehicle Operator the right to operate at the Airport without first obtaining a Commercial Vehicle Permit and without paying the fees which may be established and assessed by the Authority.

6.11. Complaints

Commercial Vehicle Operator shall respond fully in writing and/or as otherwise requested by the Authority within 14 calendar days to any written customer complaint to or from the Airport and shall assist the Authority to investigate and resolve customer complaints. Commercial Vehicle Operator shall respond fully in writing and/or as otherwise requested by the Authority within 14 calendar days to any inquiry by the Authority.

6.12. Penalties

The penalties for Commercial Vehicle Operators who are determined by the Authority to be in violation of these Rules and Regulations follow:

6.12.1. Unsafe Commercial vehicle

- 6.12.1.1. Suspension of privileges pending compliance

6.12.2. Minor violation (including, but not limited to, picking up passengers in unauthorized areas, the Commercial vehicle Operator not remaining in or adjacent to the Commercial vehicle, and Loitering in the Passenger Terminal Building)

- 6.12.2.1. First Offense – 24 Hour Suspension of Commercial vehicle Permit

- 6.12.2.2. Second Offense – 30 Day Suspension of Commercial vehicle Permit

- 6.12.2.3. Third Offense – Permanent revocation of Commercial vehicle Permit

6.12.3. Major violation (including, but not limited to, attempt to induce another to commit an illegal act or violation of these Rules and Regulations, failure to obey a directive of the Authority, offensive language, gestures, or other actions, or conduct that is discourteous or unprofessional)

- 6.12.3.1. First Offense – 7 Day Suspension of Commercial vehicle Permit

- 6.12.3.2. Second Offense – 30 Day Suspension of Commercial vehicle Permit

- 6.12.3.3. Third Offense – Permanent revocation of Commercial vehicle Permit

6.12.4. Reckless driving, arrest at the Airport for any criminal action, and driving under the influence of alcohol and/or drugs

- 6.12.4.1. First Offense – Permanent revocation of Commercial vehicle Permit

Any combination of offenses in excess of three may result in the permanent revocation of Commercial vehicle Permit. The Authority reserves the right to revoke Commercial Lane access at any time.

7. OPERATORS, LESSEES, AND SUBLESSEES

7.1. Security

All gates, doors, fences, lighting, locks, and all other safeguards which part of the Leased Premises are or have been installed by the Operator must be continually and conscientiously maintained by the Operator and kept in working conditions at all times. Gates or doors which provide access to a Restricted Area through Leased Premises must remain closed, locked, and secured except when actually in use. Perimeter fencing and associated doors, gates, lighting, and locks will be maintained by the Authority, unless damaged by actions of the Operator, Lessee, or Sublessee, their employees, agents or invitees.

Active logs of keys, access control badges and other media issued (and to whom issued) which allow access to the Leased Premises must be maintained by the Operator, Lessee, or Sublessee. The log shall be made available to the Authority upon request. Any lost or stolen keys, access cards, or other media shall be reported to the Authority immediately. All applicable reporting requirements must be fully complied with as established by the Authority, FAA, Department of Homeland Security (DHS), TSA (if applicable), and any other Agency having jurisdiction. Objects which could facilitate unauthorized access to a Restricted Area shall not be located within three feet of the Airport perimeter fence or any other distance which may facilitate unauthorized access.

7.2. Construction or Alteration of Improvements

Any construction or alteration of an Improvement shall be performed in compliance with the Development Standards.

7.3. Maintenance of Premises

Leased Premises (including all related and associated appurtenances, landscaping, paved areas, installed equipment and utility services, oil/water separators, and security improvements) shall be:

- 7.3.1. kept free from all fire, safety, and security hazards,
- 7.3.2. kept free and clear of snow as much as practicable,
- 7.3.3. maintained in a clean, neat, orderly, and fully operational condition consistent with best practices and equal or better in appearance and character to other similar Improvements at the Airport, normal wear and tear expected, and
- 7.3.4. maintained in a condition of repair and general maintenance in accordance with the Agreement.

Operators, Lessees, and Sublessees shall be fully responsible for and replace, or in the Authority's sole discretion, reimburse the Authority for all damage to facilities, equipment, Property, related appurtenances, and all other Improvements at the Airport caused by Operator, Lessee, or Sublessee or its employees, agents, customers, visitors, suppliers, or invitees.

Operators, Lessees, and Sublessees shall provide all necessary cleaning services for the Leased Premises, including janitorial and custodial services, trash removal services, removal of foreign objects/debris, removal of spent oils or other fluids, cleaning of oil/water separators, and any related services necessary to maintain the Improvements in a good, clean, neat, orderly, and fully operational condition consistent with best practices, normal wear and tear expected. Facilities (including hangar floors) shall be kept clean and clear of the accumulation of fuel, oil, grease, flammable liquids, rags, trash, or other waste materials.

- 7.3.5. The use of volatile or flammable solvents for cleaning floors is prohibited.

Facades of all buildings and structures shall be kept in good repair, condition, and appearance at all times. Failure to properly maintain the Leased Premises (including failure to maintain the Leased Premises within the period stipulated in the Agreement or failure to maintain the Leased Premises within the timeframe stated in any written notice provided by the Authority) may result in the Authority conducting or contracting the maintenance at Operator's, Lessee's, or Sublessee's sole cost and expense without liability to the Authority.

7.4. Fire Prevention

Operators, Lessees, and Sublessees shall be responsible for ensuring that fire prevention practices and/or procedures are followed.

If available from the Authority, employees conducting fuel Handling must receive fire prevention training and instruction by the -Public Safety (or in accordance with an FAA Approved Part 139 fuel Handling Training course, if applicable) immediately upon employment and receive such fire prevention training and instruction annually thereafter.

Proper, appropriate, inspected, certified, and readily accessible fire extinguishers (which are approved by fire underwriters) for the particular hazard involved or associated with the activity shall be provided by Operators, Lessees, or Sublessees.

- 7.4.1. Fire extinguishers shall be maintained in accordance with the practices recommended by the NFPA.
- 7.4.2. A tag showing the date of last inspection (and who performed the inspection) shall be attached to each unit and records, acceptable by fire underwriters, shall be kept documenting the status of each unit.

A responsible person shall be designated, and point-of-contact information shall be provided to the - Public Safety including the name of the primary and secondary contacts, daytime and after-hours telephone numbers for both individuals.

7.5. Heating Equipment

All heating equipment and fuel burning appliances installed or used at the Airport shall comply with all Legal Requirements (as applicable) of the Authority, the State of Montana, the NFPA, and local fire codes.

7.6. Aircraft Hangars

Aircraft hangars shall only be used for the parking and storage of aircraft and associated aircraft equipment and supplies as approved by the Authority or as otherwise stipulated in an Agreement. Use of aircraft hangars shall be subject to the following restrictions:

- 7.6.1. Aircraft hangars shall only be used by the Lessee and the Lessee's employees, agents, customers, visitors, suppliers, or persons for the parking and storage of aircraft and associated aircraft equipment and supplies as approved in writing by the Airport Director or as otherwise stipulated in an Agreement. All items stored must belong to the Lessee authorized to use the hangar.
- 7.6.2. With the exception of minor preventative Aircraft Maintenance, as defined in 14 CFR Part 43, no Aircraft Maintenance shall be performed in a hangar without the prior written permission of the Authority.
- 7.6.3. The maintenance of aircraft fuel systems in aircraft hangars is prohibited unless approved by the Authority.
- 7.6.4. Each aircraft hangar shall be equipped with a proper, appropriate, inspected, certified, and readily accessible fire extinguisher (which is approved by applicable code and local building officials).
- 7.6.5. Approved Aircraft Maintenance may only be performed on the Lessee's owned aircraft.
- 7.6.6. The pre-flight sumping of fuel systems may only be performed while the aircraft is outside of the hangar.
- 7.6.7. Space heaters may be utilized in hangars so long as not left unattended while operating and all applicable fire prevention/safety measures are continually observed.
- 7.6.8. Oily rags, waste oil, or other materials soiled with petroleum-based products may only be stored in containers with self-closing, tight-fitting lids in accordance with applicable Legal Requirements.

Aircraft parked in hangars shall be parked in a manner so as to be completely contained in the hangar and shall not be positioned in such a manner so as to block a Taxiway or Taxi Lane, or obstruct access to hangars, parked or staged aircraft, parked or staged vehicles, doors, gates, or fuel storage facilities except for temporary staging and/or fuel Handling of such aircraft. Incidental storage of non-aeronautical items in hangars may be permitted so long as the items do not interfere with aeronautical use or emergency access.

7.7. Aircraft Tiedowns

Aircraft parked in a Tiedown space shall be parked in a manner so as to be completely contained in the Tiedown space and shall not be positioned in such a manner so as to block a Taxiway or taxiplane, or obstruct access to hangars, parked or staged aircraft, parked or staged vehicles, doors, gates, or fuel storage facilities except for temporary staging and/or fuel Handling of such aircraft.

7.7.1. If performed in full compliance with Legal Requirements, preventative Aircraft Maintenance, as defined in 14 CFR Part 43, may be performed on the aircraft listed in the Agreement for the Tiedown space.

7.8. Storage of Materials and Equipment

Materials and equipment shall be stored in such manner as to preclude creating any hazard, obstructing any operation, or littering.

7.8.1. Storage of materials or equipment, excluding Refueling vehicles, shall not be permitted outdoors, unless approved in writing by the Authority.

7.8.2. Non-hazardous items can be stored in a fully enclosed and secured container on the Leased Premises as long as such storage fully complies with Legal Requirements.

7.8.3. Unless expressly permitted in an existing Agreement or approved in writing by the Authority, the Leased Premises shall not be used to store non-aviation merchandise, supplies, or equipment excluding those items utilized to fulfill the obligations of an Agreement.

Railroad (box or tanker) cars, intermodal containers, tankers, trucks, or flatbed trailers, etc. shall not be stored or used to store any type of materials, vehicles, or equipment without the prior written permission of the Authority.

7.9. Compressed Gases

Oxygen or any compressed gas in a cylinder or portable tank must be secured to a fixed location or secured to a portable cart designed and approved specifically for the cylinder(s) or tank(s) being secured.

7.9.1. Compressed gas cylinders or tanks must have approved, and fully operational pressure relief devices installed.

7.9.2. Cylinders or tanks not in use shall have an approved transportation safety cap installed.

7.9.3. Cylinders or tanks shall be stored and maintained in accordance with the practices recommended by the NFPA.

7.10. Lubricating Oils

Lubricating oils having a flash point at or above 150 degrees may be stored in hangars provided the product is stored in the original container and the capacity of the container is less than 55 gallons and the original manufacturer's labeling or marking is on the container (or the product is stored in other suitable containers approved by the Authority and -Public Safety.

Storage of more than 55 gallons of lubricating oil or containers having a capacity of more than 55 gallons require a SPCC Plan be provided to the Authority. Such containers may only be stored in compliance with Legal Requirements and consistent with the Authority's SWPPP.

7.11. Right of Entry

The Authority shall have the right of entry at reasonable times for public safety, maintenance, modification, or inspection of all Improvements whether the right of entry is provided for in any Agreement.

- 7.11.1. For Improvements owned by the Authority, the Authority shall be provided with a key capable of gaining access to the facilities, buildings, and Improvements.
- 7.11.2. For Improvements owned by the Lessee or Sublessee, the Authority shall provide advanced notification.

The Authority and the -Public Safety shall have the right of entry to Improvements without advanced notification during emergencies. Emergencies may include, but shall not be limited to, fire, acts of nature, or Hazardous Materials spill or leak, or for the protection of persons or Property.

7.12. Non-Commercial Flying Club

A Non-Commercial Flying Club (Flying Club) is an entity that is legally formed as a non-profit entity with the State of Montana, operates on a non-profit basis, and does not hold the Flying Club out to the public as an FBO or SASO. Note: This section does not apply to social flying clubs or groups who do not jointly own or operate aircraft.

- 7.12.1. Each Flying Club member (Member) must have an ownership interest in the Flying Club. The property rights of the Flying Club Owners shall be equal.
- 7.12.2. Flying Club shall keep on file and available for review by the Authority, a complete membership list and investment (ownership) share held by each member including a record of all members (past and present) with full names, addresses, and the date the membership began and ended.

The Flying Club shall file and keep the following current with the Authority:

- 7.12.3. articles of incorporation, copies of bylaws, operating membership agreements, and the location and address of the club's registered office,
- 7.12.4. roster of all officers and directors including home and business addresses and telephone numbers, and
- 7.12.5. designee responsible for compliance with applicable Legal Requirements.

Flying Clubs shall not conduct any Commercial Activity. If the Flying Club is operated for Commercial purposes, the Flying Club shall be required to meet the applicable Minimum Standards for a Commercial Activity.

Members may conduct flight instruction relating to aircraft checkout and/or currency (e.g., flight reviews, instrument proficiency checks, etc.) for other Members. The Flying Club may permit its aircraft to be used for flight instruction as long as both the instructor and person receiving instruction are members of the Flying Club, or instruction is given by a flight training Operator and the person receiving the training is a member of the Flying Club. A flight instructor may receive Compensation for instruction or may be compensated by credit against payment of dues or flight time; however, that individual may not receive both Compensation and waived or discounted dues or flight time concurrently.

- 7.12.6. Flying Club aircraft shall only be used by Members.

A qualified mechanic who is a Member of the Flying Club may perform maintenance work on aircraft owned by the Flying Club. The mechanic may receive Compensation for such maintenance work or may be compensated by credit against payment of dues or flight time; however, that individual may not receive both Compensation and waived or discounted dues or flight time concurrently.

Insurance – Except as otherwise provided for herein, a Non-Commercial Flying Club shall maintain, at a minimum, the coverage and limits of insurance set forth below:

- 7.12.7. General Liability (Combined Single Limit):
 - 7.12.7.1. Each occurrence – \$1,000,000
 - 7.12.7.2. Unlicensed vehicles – \$1,000,000
- 7.12.8. Vehicular Liability (Combined Single Limit):



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- 7.12.8.1. Each occurrence – \$1,000,000
- 7.12.9. Hangar Keeper’s Liability (Largest aircraft Accommodated):
 - 7.12.9.1. Single Engine Piston Group I – \$250,000 (each aircraft) and \$500,000 (each occurrence)
 - 7.12.9.2. Multi Engine Piston Group I – \$500,000 (each aircraft) and \$1,000,000 (each occurrence)
 - 7.12.9.3. Turboprop Group I – \$1,000,000 (each aircraft) and \$2,500,000 (each occurrence)
- 7.12.10. Aircraft and Passenger Liability (Each Occurrence):
 - 7.12.10.1. Each occurrence – \$1,000,000 Club and \$100,000 sub limit per person

8. AVIATION FUELING

8.1. General

Legal Requirements – Fuel Handling, Refueling vehicles, and fuel storage facilities at the Airport shall conform to the Legal Requirements including without limitation, those prescribed by the State of Montana and Authority and appropriate provisions of 14 CFR; NFPA recommendations; ATA 103; Applicable ACs including AC 150/5230-4B “Aircraft fuel Storage, Handling, Training, and Dispensing on Airports”, AC 00-34A "Aircraft Ground Handling and Servicing", and AC 150/5210-5D "Painting, Marking and Lighting of vehicles Used on an Airport"; the Authority’s SWPPP and Authority’s SPCC Plan; Legal Requirements established by the Environmental Protection Agency, Montana Department of Environmental Quality (MDEQ) and any other Agency having jurisdiction.

Fuel Quality Control– fuel shall comply with the quality specifications outlined in American Society for Testing and Materials (ASTM) D1655 (jet fuel), ASTM D910 (Avgas), or ASTM D4814 (Mogas). Ensuring the quality of the fuel is the sole responsibility of the entity engaged in Fuel Handling.

Training – No person shall engage in Fuel Handling until that person is properly trained.

- 8.1.1. Standard Operating Procedure (SOP) shall be developed and maintained for Fuel Handling to include compliance with standards set forth in AC 00-34A “Aircraft Ground Handling and Servicing.” The SOP shall include a training plan, fuel quality assurance procedures, record keeping, and emergency response procedures related to fuel spills and fires. The SOP shall also address regular safety and security inspections, bonding and fire protection, public protection, marking and labeling of (and controlling access to) Refueling vehicles and fuel storage facilities. The SOP shall be made available to the Authority for review upon request no later than 30 calendar days before any Fuel Handling is scheduled to commence and it shall be made available for review upon request any time changes are planned.

Training records documenting the qualifications of (and the training provided to) each person shall be maintained and kept on file.

- 8.1.2. Records shall indicate the initial and recurrent training provided (and the date such training was provided and by whom).
- 8.1.3. Recurrent training shall be provided on a regularly scheduled basis, but not less than every year.
- 8.1.4. Records shall be subject to review of and/or inspection by the Authority or other designated representative(s).
- 8.1.5. Training shall be performed in accordance with 14 CFR Part 139.

Fuel Handling – Aircraft shall not be engaged in Fuel Handling in an area where aircraft engines are operating, aircraft or engines are being warmed by application of heat, or while the aircraft is located in a congested area.

All Fuel Handling shall be treated with due caution and circumspection with regard to the rights, safety, and security of others so as not to endanger, or be likely to endanger, persons or Property. If any malfunction or irregularity is detected on or within the aircraft, Fuel Handling shall cease immediately, and the malfunction or irregularity shall be brought to the attention of the aircraft Owner or Aircraft Operator immediately. Persons engaged in Fuel Handling shall exercise care and extreme caution to prevent overflow or spills of fuel or oils.

- 8.1.6. Should a fuel or oil spill occur at the Airport, the party responsible shall comply with Section 2.21. of these Rules and Regulations.

Fuel Handling shall be conducted in accordance with the procedures stipulated in the Aircraft Operator’s Manual. Fuel Handling shall not occur if an electrical storm is in progress within 5 miles of the Airport and may resume 15 minutes following any reported or observed lightning flash within 5 miles of the Airport.

Fuel Handling shall not occur while passengers are on board the aircraft unless a passenger-loading ramp is in place at the aircraft's cabin door, the door is in an open position, and a qualified attendant is present at the door. No person shall operate any cellphone, radio transmitter, or receiver or switch the transmitter or receiver on or off during Fuel Handling unless said radio transmitter or receiver is designed specifically for such environment.

No person shall operate aircraft electrical systems or switch aircraft electrical appliances on or off during Fuel Handling.

- 8.1.7. Smoking, vaping, matches, lighters, and open flames (e.g., candles, fixtures, or fires) are prohibited within 50 feet of any aircraft, Refueling vehicle, fuel storage facility.

Fire extinguishers shall be immediately available during Fuel Handling to comply with practices recommended by the NFPA and all fire codes, regulations, or directives issued by the Authority and/or the Authority.

- 8.1.8. All extinguishers shall be inspected and certified, as required by law, and all personnel involved with fueling or defueling operations shall be qualified and properly trained to use all fire extinguishers.

The Authority assumes no liability or responsibility for any violation of any aircraft, Refueling vehicle, or refueling requirement or procedure, any error, omission, negligence, or any violation of any Legal Requirement relating to Fuel Handling.

- 8.1.9. Entities engaged in fuel Handling shall be solely, fully, and completely responsible for any such violation, error, omission, or negligence incident to or in connection with the entities fuel storage facilities, Refueling vehicles, Fuel Handling, and training.

- 8.1.10. Entities engaged in fuel Handling shall fully reimburse the Authority for any fines, legal or court costs, incurred by the Authority for any such violation, error, omission, or negligence.

Prior to engaging in Fuel Handling, entity shall provide the Authority with a written SPCC Plan that meets all applicable Legal Requirements. An updated copy of the SPCC Plan shall be filed with the Authority at least 30 calendar days prior to any planned change in operations. A properly trained person shall be present and responsive while fuel is being transferred into or out of any fuel storage facility or any Refueling vehicle.

- 8.1.11. The person shall remain within the immediate vicinity, in close proximity to, and in direct view of all operating controls and Refueling vehicles.
- 8.1.12. The person shall not leave the discharge end of any hose(s) unattended at any time while the transfer of fuel is in progress.
- 8.1.13. The person shall not block open, bypass, disengage, or deactivate the deadman or any related controls while Fuel Handling.

Refueling vehicles shall be positioned so the vehicle can be safely driven away in the event of spill or fire. Fuel Handling shall be conducted outdoors and at least 25 feet from any hangar or building and 50 feet from any combustion and ventilation air-intake to any boiler, heater, or incinerator room or as approved by the Authority.

Vehicles shall be refueled only at refueling stations approved by the Authority and -Public Safety. In the absence of suitable ground support equipment, a turbine-powered auxiliary power unit (APU) mounted at the rear of the aircraft or on the wing on the side opposite from the fueling point may be operated during Fuel Handling. A turbine-powered APU may be operated during fuel Handling provided its design, installation, location, and combustion air source do not constitute a fuel vapor ignition source.

The Refueling vehicle shall be bonded to the aircraft or fuel storage facility to equalize the voltage potential. All hoses, nozzles, spouts, funnels, and appurtenances used in Fuel Handling shall be Factory Mutual (FM) or Underwriters Laboratories (UL) approved and shall be equipped with a bonding device to prevent ignition of volatile liquids.

Hold down or hold open devices on Refueling vehicle nozzles are prohibited. For single point fueling, deadman controls or mechanisms shall be utilized and shall remain in safe operating condition and good working order. No person shall deactivate or bypass a deadman control or mechanism at any time. During Fuel Handling, no person shall use any material or equipment which is likely to cause a spark or ignition within 50 feet.

Refueling vehicles (including fuel tankers) shall only use the entrance, exit, and route designated by the Authority during the transportation and delivery of fuel. Refueling Vehicles (including fuel tankers) shall be subject to inspection at any time to determine compliance with these Rules and Regulations.

Appropriate and proper absorbent material(s) and fuel spill containment capable of damming/diking a fuel spill shall be immediately available or as required in the entity's approved SPCC Plan.

Rotorcraft Rapid Refueling – In the event Rotorcraft fueling occurs while an onboard engine is operating, an entity must comply with all Legal Requirements.

Only turbine engine Rotorcraft fueled with jet fuel shall be permitted to be fueled while an onboard engine is operating. All sources of ignition must be located above the fuel inlet port(s), vents, or tank openings. An FAA licensed Rotorcraft pilot shall be at the Rotorcraft controls during the entire Fuel Handling process. If applicable, medical crew members shall be ready to remove the patient from the Rotorcraft to a safe area if needed.

Only designated personnel approved by the Authority, properly trained in rapid refueling operations, shall operate the Refueling vehicle. All doors, windows, and access points allowing entry to the interior of the Rotorcraft which are adjacent to, or in the immediate vicinity of, the fuel inlet ports shall be closed and shall remain closed during Fuel Handling. fuel shall be dispensed into an open port from approved type nozzles, with a flow rate not to exceed 60 gallons per minute or it shall be dispensed through close-coupled pressure fueling ports.

When fuel is dispensed from fixed piping systems the hose cabinet shall not extend into the rotor space. The Refueling vehicle shall be pre-positioned in a designated area and the Rotorcraft will land after the Refueling vehicle has been parked and the wheels chocked (maintaining no less than 20 feet between any Rotorcraft rotating component and the Refueling vehicle). The Refueling vehicle shall not be moved or relocated while the Rotorcraft is on the ground or hovering in the vicinity.

Refueling Vehicles

Refueling Vehicles shall be equipped and maintained to comply with all applicable Legal Requirements including, without limitation, those prescribed by:

8.1.14. NFPA Codes;

8.1.15. 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials"; and

8.1.16. Applicable ACs including AC 00-34A "Aircraft Ground Handling and Servicing" and AC 150/5210-5D "Painting, Marking and Lighting of vehicles Used on an Airport".

Refueling vehicles shall be equipped with metering devices that meet all applicable Legal Requirements and shall be bottom loaded.

Only those fuel storage facilities and Refueling vehicles which are approved by the Authority and - Public Safety shall be used for Fuel Handling. Refueling vehicles, pumps, meters, hoses, nozzles, funnels, fire extinguishers, and bonding devices used during Fuel Handling shall be maintained in a safe operating condition. All hoses, funnels, and appurtenances used in fuel Handling shall be equipped with a bonding device to prevent ignition of volatile liquids.

8.1.17. When Refueling vehicles are found in a state of disrepair, malfunction, or their use constitutes an undue fire or safety hazard, or the operation of Refueling vehicles would violate these Rules and Regulations, the entity shall immediately discontinue the use of such Refueling vehicles until repairs, replacements, or changes are made to render the same safe for continued use.

- 8.1.18. Hoses or piping connections shall be secured and capable of holding under the pump's rated pound per square inch PSI discharge.
- 8.1.19. Hoses or nozzles shall be FM or UL approved with self-closing valve and no hold-down or hold-open devices. All pumps shall be FM or UL approved.
- 8.1.20. All storage tanks shall be rated in accordance with Universal Fire Code (UFC) Article 24, Division II and Article 79, Division XII.

Refueling vehicles shall not be operated in reverse unless another person is present to safely monitor and direct the movement of the Refueling vehicle. Refueling vehicles and fuel storage facilities shall be placarded, marked, or color coded in accordance with NFPA Publication 407 and applicable FAA ACs.

- 8.1.21. A copy of all applicable permits, registrations, and certificates shall be maintained in each Refueling vehicle.

Storage of Refueling Vehicles

Refueling vehicles shall be stored outdoors at a distance of at least 50 feet from a building or at the distance approved by the -Public Safety unless the building is designed, constructed, and used exclusively, and approved by the -Public Safety specifically for this purpose. Refueling vehicles shall be parked in a manner that provides a minimum of 10 feet of separation between Refueling vehicles and any other vehicle or aircraft and a minimum of 20 feet from a storm water inlet.

Maintenance of Refueling Vehicles

Maintenance of Refueling vehicles shall be performed outdoors or in a building which is approved by the Authority specifically for this purpose. Entities engaged in Fuel Handling shall document and maintain and keep on file Refueling vehicle maintenance records. These records shall be made available to the Authority upon request.

Fuel Storage Facilities

Entities shall be liable and shall defend, indemnify, save, protect, and hold harmless the Authority for all leaks, spills, or other damage that may result from Fuel Handling. Fuel storage facilities shall be operated and maintained in accordance with practices recommended by NFPA 407 and in full compliance with Legal Requirements and shall be approved by all Agencies having jurisdiction. Fuel storage facilities shall be constructed and/or tanks shall be installed in accordance with the practices recommended by the NFPA and in full compliance with Legal Requirements. Plans for installation and operation of fuel storage facilities shall be submitted to the Authority and approval shall be received from the Authority prior to installation and operation.

- 8.1.22. All vehicle and/or pedestrian gates leading into fuel storage facilities shall remain closed, locked, and secured except when in use.

8.2. *Non-Commercial Self-Fueling (Including but not limited to: Jet, Avgas and Mogas)*

Introduction – Any entity engaged in Non-Commercial Self-Fueling of Jet and Avgas shall comply with this Section and all applicable provisions of Section 8.1 of these Rules and Regulations. Non-Commercial Self-fueling is defined as fueling of an aircraft by the aircraft Owner or the Owner's Employee(s) using the aircraft Owner's vehicles, Equipment, and resources.

Limitations – Self-Fueler shall not sell and/or dispense fuel to aircraft that are not owned, leased, and/or operated by (and under the full and exclusive control of) Self-Fueler and identified to the Authority.

8.3. *Commercial Self-Serve Fueling*

Introduction – Entities using a Commercial self-serve fuel pump shall comply with this Section and all applicable provisions of Section 8.1. of these Rules and Regulations

Training – No person shall engage in fuel Handling until that person is properly trained or possesses a valid and current pilot's license.

9. APPENDIX A – PMCD GENERAL PROVISIONS

9.1. Purpose

The PMCD General Provisions set forth in this section are common to all PMCDs and are incorporated into each PMCD by reference.

9.2. PMCD Definitions

The terms defined in Appendix B-1 of these Rules and Regulations and identified by use of a capital letter, whenever used in the PMCDs, shall be construed as defined therein unless (from the context) a different meaning is intended or unless a different meaning is specifically defined. Words or phrases that are not defined shall be construed consistent with common meaning or as generally understood throughout the aviation industry.

9.3. Authority of Airport Sponsor

The authority to implement, supplement, amend, or adopt any policy, standard, rule, regulation, or directive, including the PMCDs, is delegated to the Authority by the § 67-11-202, Montana Code Annotated, which states: “An authority is authorized to adopt, amend, and repeal such reasonable resolutions, rules, and orders as it shall deem necessary for the management, government, and use of any airport or air navigation facility owned by it or under its control.”

The authority to: (a) lease Airport land and/or Improvements, (b) allow the occupancy and/or development of Airport land or Improvements, and (c) grant the right to engage in any activity at the Airport is expressly reserved to the Authority by and through the Authority.

9.4. Statement of Policy

It is the desire of the Authority to: (a) plan, develop, operate, and manage the Airport in such a manner so as to ensure the Airport’s long-term financial health, (b) protect and promote the health, safety, security, and general welfare of the public, and (c) encourage the provision of the type, level, and quality of airport products, services, and facilities desired by the public.

For situations not specifically addressed in the PMCDs, the Authority reserves the right to make such policies, standards, rules, regulations, and directives as may be appropriate given the situation and/or circumstances pertaining to the use of the Airport.

The Airport is required to operate for the use and benefit of the public and shall be made available to all types, kinds, and classes of Aeronautical Activity on reasonable terms and without unjust discrimination.

9.5. Non-Discrimination

No person, in the use of the Airport’s land and Improvements, shall discriminate against any person or class of persons because of race, color, national origin, religion, sex (including pregnancy and gender identity), genetic information, age (40 and over), disability, sexual orientation in providing any products or services or in the use of any of the Airport’s land and Improvements provided for the public, or in any manner prohibited by applicable Legal Requirements.

9.6. Airport Management

The Airport Director is responsible for the planning, development, operation, administration, management, maintenance, and security of the Airport and all Authority owned and operated land, Improvements, facilities, vehicles, and equipment associated with the Airport. The Authority has authorized the Airport Director to: (a) interpret, administer, and enforce Agreements and the PMCDs, (b) allow, where and when appropriate, temporary, short-term occupancy or use of Airport land or Improvements, and (c) obtain and receive copies of all licenses, permits, certifications, ratings, certificates of insurance, and other documents required to be provided to the Authority. All inquiries regarding the PMCDs and/or compliance therewith shall be directed to the Airport Director.

9.7. *Effective Date*

The PMCDs shall be in effect and shall remain in effect from the date of adoption by the Authority, unless repealed by the Authority.

9.8. *Compliance with Legal Requirements and Agreements*

All entities leasing, occupying, and/or developing Airport land and/or Improvements and/or engaging in an Aeronautical Activity at the Airport shall comply, at the entity's sole cost and expense, with all applicable Legal Requirements.

No Agreement, nor any payment or performance required there under, shall excuse any entity from compliance with the PMCDs. Compliance with the PMCDs shall not excuse any responsibility or obligation an entity may have to the Authority under any existing Agreement.

9.9. *Conflicting Legal Requirements and Agreements*

If any provision of the PMCDs is found to be in conflict with any other Authority policy, standard, rule, regulation, or directive; any provision of any applicable Legal Requirement; or any provision of an Agreement (if provided for in the Agreement), the provision that establishes the higher or stricter standard shall prevail.

9.10. *Right to Self-Service*

An aircraft Owner or the aircraft Owner's Employees may perform self-services (fueling, maintenance, or repair) on the aircraft Owner's aircraft utilizing the aircraft Owner's vehicles, equipment, and resources (Self-Service). An aircraft Owner or the aircraft Owner's Employees are permitted to perform such self-services on the aircraft Owner's aircraft provided there is no attempt to perform such services for others for Compensation and further provided that such right is conditioned upon compliance with the PMCDs and all applicable Legal Requirements.

If the right to Self-Service is not exercised, an aircraft Owner is only permitted to have the aircraft Owner's aircraft fueled, maintained, repaired, or otherwise serviced at the Airport by those Operators authorized to engage in such Commercial Activities at the Airport.

An Operator may restrict the use of its exclusive Leased Premises for Self-Service activities.

Note: This Section does not apply to persons utilizing a Commercial self-serve fueling facility as provided in Section 8.2.

9.11. *Prohibited Activities*

The following activities are prohibited at the Airport:

- 9.11.1. Residential Through-the-Fence activities
- 9.11.2. Co-Op fueling
- 9.11.3. Fines or Penalties

Entities shall have the responsibility to pay any fine or penalty levied against entity, the Authority, or collectively, as a result of entity's failure to comply with any applicable Legal Requirement. If the fine or penalty is contested, entity shall pay the fine or penalty if upheld by the Agency having jurisdiction.

9.12. *Severability*

If any provision of the PMCDs shall be held to be unlawful, invalid, or unenforceable by final judgment of any Agency or court of competent jurisdiction, the judgment shall not in any way affect the validity of any other provisions of the PMCDs.

9.13. *Subordination*

The PMCDs are subject and subordinate to the provisions of any agreement between the Authority and the State of Montana or the United States Government pertaining to the planning, development, operation, and management of the Airport.

The Authority recognizes the jurisdiction of the federal government delegated to the FAA, concerning the licensing and regulation of pilots, air carriers, and aircraft; and concerning the navigable airspace. The PMCDs

are not intended to assert jurisdiction by the Authority over matters under the exclusive jurisdiction of the federal government, and the provisions of the PMCDs shall be interpreted consistent with this purpose.

9.14. Notices, Requests for Approval, Applications, and Other Filings

Any notice, request for approval, application, or other filing required or permitted to be given or filed with the Authority and any notice or communication required or permitted to be given or filed with any existing or prospective Operator, Lessee, or Sublessee pursuant to the PMCDs shall be in writing, signed by the party giving such notice, and shall be sent by overnight courier, United States certified mail, facsimile (confirmed by dated return signature), email (confirmed by return email), or in person (confirmed by dated and signed receipt). Such notice, request for approval, application, or other filing shall be deemed to have been given when delivered to the Authority or existing or prospective Operator, Lessee, or Sublessee at its principal place of business or such other address as may have been provided. Operator, Lessee, or Sublessee shall provide notice to the Authority of a change of address within fourteen calendar days.

9.15. Amendments

The PMCDs may be supplemented, amended, or modified from time to time and in such a manner and to such extent as deemed appropriate or necessary by the Authority. The Authority may provide for public notification of pending supplements, amendments, or modifications to the PMCDs in order to provide the opportunity for public comment. The Authority may issue emergency policies, standards, rules, regulations, or directives from time to time.

9.16. Variance or Exemption

The Authority may, but is not obligated to, approve variances or exemptions to the PMCDs when special conditions or unique circumstances exist. Requests for variance or exemption shall be submitted in writing to the Airport Director and must state:

- 9.16.1. the specific PMCD provision(s) for which the variance or exemption is being sought,
- 9.16.2. describe the proposed variance or exemption, state the reason for the proposed variance or exemption;
- 9.16.3. identify the anticipated impact on the Airport (and other entities including Operators, Lessees, Sublessees, users of the Airport, and the public); and
- 9.16.4. identify the duration of the proposed variance or exemption.

Prior to the Authority approving or denying a variance or exemption, the Authority shall conduct a review of all relevant information. Approval or denial by the Authority of a variance or exemption shall be reasonable, not unjustly discriminatory, and consistent with prior decisions involving similar conditions or circumstances at the Airport (if any) and shall be provided in writing within 90 calendar days from receipt of the written request.

- 9.16.5. An approval by the Authority of a variance or exemption shall not serve to amend, modify, or alter the PMCDs or any existing Agreement.
- 9.16.6. Requests for variance or exemption can be denied in accordance with Possible Grounds for Rejecting Application of these PMCD General Provisions.

9.17. Enforcement

The Airport Director is empowered by the Authority to require compliance with and enforce the PMCDs. The Missoula County Airport Authority and -Public Safety is authorized to enforce all fire and Hazardous Materials related Legal Requirements (within jurisdiction).

Representatives of the Authority, as designated by the Airport Director, shall enforce these Rules and Regulations. Any person or entity who violates these Rules and Regulations may be cited, removed from the Airport, denied use of the Airport, and/or prevented from engaging in Activities at the Airport and shall be subject to all legal, equitable, statutory, and common law rights and remedies available to the Authority.

9.18. Disputes

Any party aggrieved by a decision of airport management may appeal (in writing) such decision to the Airport Director within 14 calendar days after such decision is issued. Any claim not timely submitted to the Airport Director is waived.

- 9.18.1. The Airport Director shall respond to such written claim within 30 calendar days of the receipt of the claim by either (a) making a written determination with respect to the claim, or (b) making a written request for additional information. If requested, the party shall provide all requested additional information within 14 calendar days of the date of the Airport Director's request or the claim is waived. Thereafter, the Airport Director shall make a written determination with respect to the claim within 30 calendar days after receipt of the additional information. In either case, the Airport Director's written determination shall be final and conclusive unless within 30 calendar days from the date of the Airport Director's written determination, the party requests, in writing, an appeal to the Authority stating specifically all grounds of appeal.

The Authority shall use its best efforts to hear any such appeal within 120 calendar days after the Authority's receipt of the written appeal. At such hearing, the party shall be afforded such opportunity to be heard and to offer relevant evidence in support of its appeal, as may be determined by the Authority in its sole discretion. The decision of the Authority shall be final and conclusive.

9.19. Rights and Privileges Reserved

In this section, the term "activity" is inclusive of all Commercial Aeronautical Activities, Non-Commercial Aeronautical Activities, and non-aeronautical activities.

In addition to the following rights and privileges, the Authority reserves the rights and privileges outlined under federal and/or state Airport Sponsor Assurances as such rights and privileges may be amended from time to time.

- 9.19.1. Nothing contained within the PMCDs shall be construed to limit the use of any area of the Airport by the Authority (and its representatives, officers, officials, employees, agents, and volunteers) or to prevent any FAA, Department of Homeland Security, Transportation Security Administration, or - Public Safety personnel from acting in official capacities.
- 9.19.2. The Authority reserves the right to the use of the Airport by others pursuant to applicable Legal Requirements pertaining to the Airport and such use.
- 9.19.3. The Authority reserves the right to designate specific Airport areas for activities in accordance with the currently approved Airport Layout Plan (ALP). Such designation shall consider the nature and extent of current and/or future activities and the land and/or Improvements that may be available and/or used for specific activities and shall be consistent with the safe, secure, orderly, and efficient use of the Airport.
- 9.19.4. It is the policy of the Authority that any occupancy, use, and/or development (construction or modification) of land and/or Improvements that is inconsistent with the ALP is undesirable. Any development that is substantially different than that depicted on the ALP could adversely affect the safe, secure, orderly, or efficient use of the Airport. Nothing contained in the PMCDs shall require or obligate the Authority to apply to the FAA for approval of the revision of the ALP on behalf of a current or prospective Operator, Lessee, Sublessee, or user of the Airport.
- 9.19.5. The Authority reserves the right to develop and make any Improvements and/or repairs at the Airport that it deems necessary. The Authority will provide advance notice of the date and time to impacted parties that such development, improvements, and/or repairs will be made. The Authority shall not be obligated to reimburse or compensate any Operator, Lessee, Sublessee, or other entity for any cost and/or expense incurred, loss of revenue, or inconvenience that may result from such development, improvement, and/or repair.

- 9.19.6. The Authority (and its representatives, officers, officials, employees, agents, and volunteers) shall not be responsible for loss, injury, or damage to persons or Property at the Airport related in any way to any natural disaster or illegal activity.
- 9.19.7. During time of war or national emergency, the Authority shall have the right to enter into an agreement with the United States Government for military use of part or all of the landing area, the publicly owned air navigation facilities, and/or other land and Improvements of the Airport. If any such agreement is executed, any agreement, insofar as it is inconsistent with the agreement between the Authority and the United States Government, shall be suspended, without any liability on the part of the Authority.
- 9.19.8. The Authority will not relinquish the right to take any action the Authority considers necessary to protect the aerial approaches of the Airport against obstruction or to prevent a person from erecting or permitting to be erected any facility or other structure which might limit the usefulness of the Airport or constitute a hazard to aircraft.
- 9.19.9. The Authority will not waive any sovereign, governmental, or other immunity to which the Authority may be entitled, nor shall any provision of any Agreement be so construed.
- 9.19.10. The Authority will not submit to the laws of any state other than those of the State of Montana.
- 9.19.11. The Authority is under no obligation to provide financing and/or make any improvements to Airport land and/or Improvements to facilitate any development or consummate any Agreement proposed by a current or prospective Operator, Lessee, or Sublessee. In addition, the Authority is under no obligation to: (a) pursue federal, state, or other available funds to contribute to such development or (b) provide matching funds to secure such funding.
- 9.19.12. The Authority reserves the right to take such actions as it may deem necessary, appropriate, and/or in the best interest of the Authority including preserving the assets of the Authority and the Airport, protecting the safety and security of the people who work at and/or use the Airport, and maintaining the integrity of the Authority's mission, vision, values, goals and objectives for the Authority and the Airport.

9.20. Possible Grounds for Rejecting Application

In this section, the term “activity” is inclusive of all Commercial Aeronautical Activities, Non-Commercial Aeronautical Activities, and non-aeronautical activities.

The Authority may reject any proposal, request for variances or exemption, assignment, change in majority ownership, encumbrance, or application for any one or more of the following reasons (as determined in the sole discretion of the Authority).

- 9.20.1. The entity, for any reason, does not fully meet the qualifications, standards, and requirements established by the Authority. The burden of proof shall be on the entity, and the standard of proof shall be by clear and convincing evidence.
- 9.20.2. The Authority or the FAA has determined that the contemplated activity and/or Improvements would create a safety or security risk at the Airport or constitute a Hazard, obstruction, or danger to air navigation.
- 9.20.3. The Authority would be required to expend funds and/or supply labor and/or materials in connection with the proposed activities and/or Improvements that the Authority is unwilling and/or unable to expend or supply.
- 9.20.4. The financial plan associated with the proposed activities and/or Improvements is not realistic and attainable and/or will result in a financial operating loss or hardship for the entity.
- 9.20.5. No appropriate, adequate, or available land and/or Improvement exists at the Airport to accommodate the proposed activity of the entity at the time the proposal or application is submitted, nor is such availability contemplated within a reasonable period of time.

- 9.20.6. The proposed activities and/or Improvements do not comply with the ALP currently in effect or anticipated to be in effect.
- 9.20.7. The entity's occupancy, use, or development of Airport land and/or Improvements could be detrimental to the public, result in congestion of aircraft, and/or negatively impact the safety and/or efficiency of the Airport, Operators, Lessees, Sublessees, or users of the Airport.
- 9.20.8. The entity intentionally or unintentionally misrepresented or failed to disclose material facts in a proposal, in an application, and/or in supporting documentation.
- 9.20.9. The entity or any officer, director, agent, representative, shareholder, or key employee thereof has a record of violating the Legal Requirements of the Authority, any other airport sponsor, the State of Montana, the FAA, or any other Legal Requirement applicable to the Airport and/or the entity's proposed activity.
- 9.20.10. The entity or any officer, director, agent, representative, shareholder, or key employee thereof has defaulted in the performance of any Agreement or Sublease at the Airport or at any other airport.
- 9.20.11. The entity does not exhibit adequate financial capability, capacity, or responsibility to undertake and sustain the proposed activity.
- 9.20.12. The entity cannot obtain a bond or insurance in terms of the type and amounts required by the Authority for the proposed activity.
- 9.20.13. The entity seeks terms and conditions which are inconsistent with the PMCDs and/or any request for qualifications and/or proposals (or any other document) issued by the Authority.
- 9.20.14. The entity's interests and/or the proposed activity or use is inconsistent with the mission, vision, values, goals, or objectives of the Airport; the best interest of the Authority; or any Airport Sponsor Assurances.
- 9.20.15. The entity has been party to vexatious or frivolous litigation, including, without limitation, administrative litigation, against the Authority.

10. APPENDIX B – DEFINITIONS AND ACRONYMS

10.1. Definitions

Abandoned – Property, other than aircraft or vehicles, which has been voluntarily given up by the owner and left at the Airport for 48 hours without the owner moving or claiming it.

Accident – A collision or other contact between any part of an aircraft, vehicle, equipment, person, stationary object and/or other thing which results in Property damage, personal injury, or death; or an entry into or emergence from a moving aircraft, vehicle, or equipment by a person which results in personal injury or death to such person or some other person or which results in Property damage

Aeronautical Activity (Activity) – Any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of aircraft. Any activity which contributes to, or is required for, the safety of such operations. Any activities which have a direct relationship to the operation of aircraft or the operation of the Airport.

Affiliate – Any entity that shall directly or indirectly control, be under the control of, or be under common control with Operator. Control for these purposes shall mean the direct and indirect ownership of 50% or more of the outstanding voting stock of a corporation or 50% or more equity or controlling interest if not a corporation.

Agency – Any federal, state, or local governmental entity, unit, organization, or authority.

Agreement – A written contract (e.g., lease agreement, license agreement, permit, etc.), enforceable by law, executed by both parties, between the Authority and entity transferring rights or interest in land and/or Improvements and/or otherwise authorizing the conduct of certain activities.

Air Carrier – An entity engaged in the operation of an aircraft for the purpose of transporting passengers, mail, express, freight, or cargo, on a scheduled or non-scheduled basis, whose operation is either intrastate or interstate.

Air Operations Area (AOA) – A portion of an airport which includes aircraft Movement Areas, Ramps, and safety areas, and any adjacent areas that are not separated by adequate security systems, measures, or procedures.

Aircraft and Passenger Liability – Insurance coverage pertaining to bodily injury, Property damage, and passenger injury for all owned, leased, or operated aircraft.

Aircraft Accident – An occurrence associated with the operation of an aircraft that takes place between the time any person boards the aircraft with the intention of flight and all such persons have disembarked, and in which any person suffers death or serious injury, or in which the aircraft receives substantial damage (as described in 49 CFR 830).

Aircraft Design Group – 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

Aircraft Incident – An occurrence other than an Aircraft Accident that affects or could affect the safety of operations (as described in 49 CFR 830).

Aircraft Line Maintenance – Aircraft Maintenance typically required to return an aircraft to service within a short period of time. Examples include, but are not limited to replenishing lubricants, fluids, nitrogen, and oxygen; servicing of landing gear, tires, and struts; lubricating aircraft components; and avionics/instrument removal and/or replacement.

Aircraft Maintenance – The repair, maintenance, alteration, calibration, adjustment, preservation, or inspection of aircraft airframe, powerplant, propeller, and accessories (including the replacement of parts) as described in 14 CFR Part 43.

Aircraft Operator – A person 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 the piloting of aircraft or the operation of aircraft on any part of the surface of an airport.

Airframe and Powerplant Mechanic (A & P Mechanic) – A person who holds an aircraft mechanic certificate with both airframe and powerplant ratings. This certification is issued by the FAA under the provisions of 14 CFR Part 65.

Airport – All land, Improvements, and appurtenances within the legal boundaries as it now exists on the Airport Layout Plan (or Exhibit A of the most recent FAA grant) and as it may hereinafter be modified at Missoula Montana Airport (MSO).

Access Control Badge – A media allowing access to certain parts of the Airport.

Airport Improvement Programs – An FAA program that provides grants to public agencies, and in some cases to private owners and entities, for the planning and development of public-use airports that are included in the National Plan of Integrated Airport Systems (NPIAS).

Airport Layout Plan (ALP) – The FAA approved drawing, as may be amended from time to time, which reflects an agreement between the FAA and Authority depicting the physical layout of an airport and identifying the location and configuration of current and proposed runways, Taxiways, buildings, roadways, utilities, nav aids, etc.

APPENDIX B – DEFINITIONS AND ACRONYMS

Airport Director – That person (or designated representative thereof), appointed by the Authority, responsible for the administration and day-to-day operation and management of the Airport, all Authority owned Property, vehicles, equipment, material, financial assets, and Employees at the Airport, and all employees assigned to the Airport.

Airport Security Coordinator – An airport’s primary security representative and point-of-contact for the Transportation Security Administration.

Airport Security Program (ASP) – The current Airport Security Program, as may be amended from time to time, approved by the Transportation Security Administration (if necessary), that specifies the systems, measures, and procedures that are used to meet an airport’s regulatory and statutory responsibilities relating to airport security.

Airport Sponsor Assurances – Those contractual obligations that are described by law in 49 U.S.C. 47107 and are undertaken by a public airport sponsor as a condition of receipt of federal airport development grants or federal surplus Property.

Airside – The runways for landing and taking off of aircraft, designated helipads, Taxiways and Taxilanes for ground movement of aircraft, and Ramp for parking, loading, unloading, fueling, and servicing of aircraft.

Applicant – An entity desiring to use land and/or Improvements at the Airport to engage in an Aeronautical Activity and who shall apply in writing and in the manner or form prescribed herein for authorization to engage in such Activities at the Airport.

Appraiser – A person who possesses the education, training, experience, and professional qualifications necessary to render a properly informed opinion regarding the value of real estate.

Association – An entity legally formed and recognized under the laws of the State of Montana having an existence separate and apart from its members or shareholders (e.g., Limited Liability Company, Corporation, Partnership, Limited Partnership, etc.)

Based Aircraft – An aircraft identified in a written aircraft storage Agreement with the Authority, FBO, or SASO.

Business Automobile Liability – Insurance coverage pertaining to bodily injury and Property damage for all licensed vehicles arising out of (or relating to) the use, loading, and unloading of owned, non-owned, or hired vehicles.

Capital Investment – Any Authority approved expenditure made by an Operator or Lessee to: (a) the Operator’s or Lessee’s Leased Premises which will, at the end of the term of the Agreement, revert to the Authority and/or (b) Airport Infrastructure which will immediately revert to the Authority.

Certified Flight Instructor (CFI) Professional Liability – Insurance coverage pertaining to bodily injury and property damage not only during dual flight instruction, but also after instruction has been given.



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Certificates of insurance – A certificate provided by and executed by an Operator’s, Lessee’s, or Sublessee’s insurance company providing evidence of the insurance coverages and policy limits of the Operator, Lessee, or Sublessee.

Co-Op fueling – The fueling of an aircraft by the Owner of the aircraft or the Owner’s Employee using vehicles, Equipment, and resources owned by an approved Association.

Commercial – For the purpose of securing earnings, income, Compensation (including exchange or barter of goods and services), and/or profit.

Commercial General Liability – Insurance coverage pertaining to bodily injury, personal injury, Property damage, contractual liability, products and completed operations and, if applicable, use of unlicensed vehicles that in any way arise from the use of the Leased Premises and operations or Activities of the entity. Unlicensed vehicles operated on the Movement Area will require coverage in an amount not less than that identified for combined single limit per occurrence for bodily injury, personal injury, and Property damage.

Compensation – Any form of reimbursement for goods or services such as monetary, exchange, barter, favors, gratuity, etc.

Competitive proposal process – A process that is used to seek competitive proposals from qualified entities when land and/or Improvements are or become available at the Airport for occupancy or use.

Condemnation – The taking of land and/or Improvements for any public or quasi-public use under any Legal Requirement or by the right of eminent domain.

Contiguous – Land and/or apron that shares an edge or boundary or is separated by no more than a taxi lane.

Cost Approach – One of the three approaches to value that considers the current cost of replacing the Improvements located on the Leased Premises, depreciation, and the market value of land.

Courtesy Vehicle – A vehicle used to transport persons, baggage, or goods, or any combination thereof, on the Airport or between the Airport and off-airport locations such as hotels, motels, or other attractions for which no charge is levied (no Compensation is paid)

Current – All rents, fees, and other charges required to be paid under any and all Agreements are paid in full.

Development Standards – The parameters governing the design, construction, and/or modification of Operator, Lessee, and Sublessee land and/or Improvements at the Airport, as may be amended from time to time.

Drop Zone - intended parachute landing area.

Emergency Public Service – Services provided to the general public including law enforcement (police), fire, rescue, and emergency medical or ambulatory transportation.



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Emergency Vehicle – Vehicle of any Agency providing law enforcement, fire protection, rescue, emergency medical or ambulatory transportation, or any vehicle conveying an Airport official or an Airport employee in response to an emergency call.

Employee – Any individual employed by an entity whereby said entity collects and pays all associated taxes on behalf of Employee. The determination of status between an Employee and an independent contractor shall be made according to current IRS codes.

Environmental Liability – Insurance coverage pertaining to liability for bodily injury, Property damage, and environmental damage resulting from sudden and accidental releases of pollution and covering related or resultant cleanup and/or remediation costs arising out of the occupancy and use of the Leased Premises.

Equipment – All Property and machinery, together with the necessary supplies, tools, and apparatus necessary for the proper conduct of the Activity being performed.

Exclusive Right – A power, privilege, or other right excluding or preventing another from enjoying or exercising a like power, privilege, or right. An Exclusive Right may be conferred either by express agreement, by imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties but excluding others from enjoying or exercising a similar right or rights, would be an Exclusive Right. An Exclusive Right to conduct an Aeronautical Activity, which is forbidden by federal regulation, is distinguished from an Exclusive Right to occupy real estate, which is permitted by federal regulation under certain conditions.

Fiscal Year (or FY) – The accounting period of the Authority beginning July 1st and ending June 30th established for accounting purposes.

Fixed Based Operator (FBO) – A Commercial Operator engaged in the sale of products and services and the renting or subleasing of facilities consistent with the Authority’s Airport Minimum Standards.

Fuel Handling – The transporting, delivering, fueling, dispensing, or draining of fuel or fuel waste products.

General Aviation – All aviation with exception of Air Carriers and the military.

Airport Leasing/Rents and Fees Policy – Primary Management and Compliance Document that sets forth the parameters for leasing Airport land and Improvements (for general aviation purposes) and outlines the process for establishing and adjusting Airport rents and fees at the Airport, as may be amended from time to time.

Airport Minimum Standards (Minimum Standards) – Primary Management and Compliance Document that sets forth those qualifications, standards, and criteria set forth as the minimum requirements to be met as a condition for the right to engage in Activities at the Airport, as may be amended from time to time.

Good Standing – Full compliance with all applicable Legal Requirements and not in default of any Agreement with the Authority or the SPONSOR Authority.



APPENDIX B – DEFINITIONS AND ACRONYMS

Hangar – Any fully or partially enclosed storage facility for an aircraft.

Hangar Keeper’s Legal Liability – Insurance coverage pertaining to Property damage for all non-owned aircraft under the care, custody, and control of the Operator.

Hazard – Obstructions or hazards to safe use of the Airport or navigable airspace as defined by the FAA.

Hazardous Materials – A hazardous or toxic substance, material, or waste which is or becomes regulated by any Agency.

Immediately – The ability to occupy Leased Premises and offer products, services, and/or facilities (to the public) on the effective date of the Agreement. When construction and/or alteration of facilities are involved, immediately shall mean the ability to obtain a certificate of occupancy from the authorizing Agency for the proposed facilities within 18 months following the possession of the Leased Premises.

Improvements – All buildings, structures, additions, and facilities including pavement, fencing, and landscaping constructed, installed, or placed on, under, or above any land on the Airport.

Independent Operator – An entity offering aeronautical service(s) but without an established place of business on the Airport.

Infrastructure – Runways, Taxiways, Taxi lanes, Ramps, nav aids, airport roadways, utilities, etc.

Jet Fuel – Fuel meeting the specifications of ASTM D1655 which is commonly utilized to power turbine-engine (Turboshaft, Turboprop, and Turbojet) aircraft.

Landside – The portion of the Airport used for activities other than the movement of aircraft, such as vehicle access roads and parking.

Land Use Plan – A document approved by the FAA as part of the Airport Layout Plan used to guide land use surrounding the Airport.

Legal Requirements – All applicable federal, state, county, city, and local laws, codes, ordinances, policies, and regulations.

Leased Premises – The land and/or Improvements used exclusively under Agreement by an Operator, Lessee, or Sublessee.

Lessee – An entity that has entered into an Agreement to occupy, use, and/or develop land and/or Improvements.



APPENDIX B – DEFINITIONS AND ACRONYMS

Light Aircraft – Aircraft having a maximum takeoff weight of 12,500 pounds or less.

Light Sport Aircraft – An aircraft certificated by the FAA, which is restricted by maximum takeoff weight, maximum operating airspeeds, maximum seating capacity, engine and related controls type (if powered), and type of landing gear.

Limousine – A vehicle, for hire, that is not configured with a taximeter. Transportation services using limousines are provided for unmetered predetermined rates.

Loitering – Remaining in an area for no obvious reason or not being able to give a satisfactory explanation of one's presence in an area.

Lost Property – Property that has been involuntarily or unintentionally dropped or left without an intent to abandon it.

Market Rent – The rent that land or Improvements would command in the open market as indicated by rents asked and paid for at comparable land or improvements as of the date of determination.

Master Plan – An assembly of documents and drawings (which have been approved by the FAA and adopted by the Authority) covering the development of the Airport from a physical, economic, social, and political jurisdictional perspective. The Airport Layout Plan is part of the Master Plan.

Missoula County Airport Authority - (or representatives, officers, officials, employees, agents, and volunteers thereof). Referred to as "The Authority"

Missoula County Airport Authority (Public Safety) -Public Safety provides police and fire services as well as several community services to the Authority.

Mogas – Unleaded motor gasoline meeting the specifications of ASTM D4814 which is utilized to power piston-engine Aircraft with an original airworthiness certificate or Supplemental Type Certificate (STC) authorizing use of unleaded motor gasoline.

Movement Area – The runways, Taxiways, and other areas of the Airport which are utilized for taxiing, hover taxiing, takeoff, and landing of aircraft (exclusive of aircraft parking, loading, unloading, fueling, and servicing areas) where aircraft are moved with radio contact with ATC or other aircraft. The Movement Area includes all areas under the direct and positive control of ATC. Specific approval for entry onto the movement area must be obtained from ATC.

Non-Commercial – Not for the purpose of securing earnings, income, Compensation (including exchange or barter of goods and services), and/or profit.

Non-Commercial Flying Club – An entity that is legally formed as a non-profit entity with the State of Montana that collectively owns and operates aircraft and restricts membership from the general public.



APPENDIX B – DEFINITIONS AND ACRONYMS

Non-Movement Area – Those portions of the Airport where aircraft taxi or are moved without radio contact with ATC or other aircraft.

Notice or Notification to Authority – Means contacting the Airport Administration office or an MSO Public Safety Officer.

Object Free Area (OFA) - An area on the ground centered on a runway, Taxiway, or Taxi Lane centerline provided to enhance the safety of aircraft operations by having the area free of object, except for objects that need to be located in the Object Free Area for air navigation or aircraft ground maneuvering purposes.

Obstacle Free Zone (OFZ) – A defined volume of airspace centered above the runway centerline extending 200 feet beyond each end of the runway.

Operator – An entity that has entered into an Agreement with the Authority to engage in Commercial Aeronautical Activities at the Airport.

Owner – The registered legal Owner of an aircraft according to FAA records or a vehicle according to the applicable state Department of Motor vehicle records.

Operations Department – Department of Authority responsible for Airport safety and security.

Passenger Terminal Building – The building at an airport where the passenger processes of ticketing, baggage check-in, security screening, aircraft boarding, baggage claim, customs, and immigration are accomplished for Commercial Air Carrier activities.

Participant – Persons paying a fee to an Operator and subsequently participating in Commercial Skydiving.

Paved – Covered with asphalt or concrete that forms a firm level surface.

Permittee – An entity who has written permission from the Authority to conduct an Activity at the Airport according to the parameters established by a permit.

Piston aircraft – An aircraft that utilizes a reciprocating engine for propulsion.

Primary Management and Compliance Documents (PMCDs) – A compendium of rules, regulations, standards, and policies that govern the development, operation, and management of the Airport, adopted by resolution of the Authority, as may be amended from time to time, including Rules and Regulations, Airport Leasing/Rents and Fees Policy, Airport Minimum Standards, and Development Standards.

Private Vehicle – Any vehicle operated for transportation of persons or baggage for which no revenue is being derived either directly or indirectly.



APPENDIX B – DEFINITIONS AND ACRONYMS

Property – Any tangible or intangible possession that is owned by an entity or a person.

Public Area – Those areas normally used by the general public. Such areas include concessionaire shops, restrooms, Passenger Terminal Building lobbies, hallways, passageways, public transportation waiting areas, viewing areas, roadways, walkways, sidewalks, and vehicle parking lots. Public areas do not include the areas owned and/or leased by Commercial businesses unless such businesses so designate certain areas as public use areas. Public Areas do not include the AOA, Restricted Areas, and employee parking lots.

Public Safety – An Authority employee charged with upholding the peace who is empowered to effect an arrest with or without warrant and who is authorized to carry a firearm in the performance of that person's duties.

Ramp – Those paved areas of the Airport within the AOA designated by the Authority for parking, loading, unloading, fueling, or servicing of aircraft.

Readily Available – Conveniently located (in close proximity) and accessible, but not necessarily located on the Leased Premises.

Refueling Vehicle – Any vehicle used for transporting, handling, or dispensing of fuels and lubricants.

Repair Station – A certificated Aircraft Maintenance facility approved by the FAA to perform specific maintenance functions. Repair Stations are certificated under 14 CFR Part 145.

Rent Study – A streamlined approach that is used to derive an opinion of market rent for airport properties that are being used for general aviation purposes without conducting an appraisal.

Restricted Area – Areas of the Airport, other than Public Areas, wherein entry or use thereof is restricted to authorized personnel (pursuant to applicable Legal Requirements) including, but not limited to the AOA, runways, Taxiways, Taxi lanes, and fire lanes, fuel farm, Airport maintenance facilities/shop, mechanical rooms, electrical vaults, computer server room, fire breaks and any other areas marked/posted as restricted with signage. or placards.

Rules and Regulations – Primary Management and Compliance Document that sets forth the rules and regulations for the safe, secure, orderly, and efficient use of the Airport, as may be amended from time to time.

Runup – Aircraft engine operation above normal idle power for purposes other than initiating or sustaining taxiing or takeoff.

Runway – An area of the Airport developed and improved for the purpose of accommodating the landing and takeoff of aircraft.

Runway Safety Area (RSA) - A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft in the event of an undershoot, overshoot or excursion from the runway.

APPENDIX B – DEFINITIONS AND ACRONYMS

Secured Area – A portion of an airport, specified in the Airport Security Program, in which certain security measures specified in 49 CFR Part 1542 are carried out. This area is where Aircraft Operators and foreign air carriers that have a security program under 49 CFR Part 1544 or 1546 enplane and deplane passengers and sort and load baggage and any adjacent areas that are not separated by adequate security measures.

Security Identification Display Area (SIDA) – A portion of the AOA identified in the Airport Security Program where each person is required to continuously display, on their outermost garment, an airport approved identification medium unless under Authority approved escort.

Security Plan – A document developed by Operators to ensure the safety and security of people and property at the Airport.

Self-fueling – The Non-Commercial fueling of an aircraft by the aircraft Owner or the Owner’s Employee(s) using the aircraft Owner’s vehicles, Equipment, and resources.

Self-Service – The servicing of an aircraft (i.e., maintaining, repairing, fueling, etc.) by the aircraft Owner or the aircraft Owner’s Employees using the aircraft Owner’s vehicles, Equipment, and resources.

Skydive/parachute jumping – Jumping from an aircraft at a moderate or high altitude and deploying a parachute to create drag or lift for descent to the ground.

Special Event – Any event at the Airport whereby individuals have unescorted access to the AOA or any event that may or will require: the assistance of Airport staff (outside the realm of typical duties); the closure of any portion of any roadway, walkway, vehicle parking area, Ramp, Taxi Lane, Taxiway, or runway; and/or the issuance of an airspace waiver or NOTAM.

Specialized Aviation Service Operator (SASO) – A Commercial Operator that provides any one or a combination of the following Activities: Aircraft Maintenance, avionics or instrument maintenance, aircraft rental or flight training, aircraft charter or aircraft management, aircraft sales, and other Commercial Aeronautical Activities.

Sterile Area – The area in the Passenger Terminal Building beyond the security screening checkpoint.

Student and Renter Liability – Insurance coverage pertaining to bodily injury, personal injury, and Property damage (excluding aircraft hull) for students and renters of aircraft.

Sublease – An agreement entered into by an entity with an Operator or Lessee that transfers rights or interests in the Operator’s or Lessee’s Leased Premises and for which, the Authority has given proper consent.

Sublessee – An entity that has entered into a Sublease with an Operator or Lessee who is authorized (by the Authority) to engage in Commercial Aeronautical Activities at the Airport.

Taxi Lane – The portion of the Ramp used for access between Taxiways and Ramps. Taxi Lanes are always outside the Movement Area and differentiated from a Taxiway by the required Object Free Area requirements stipulated by the FAA.

Taxiway – A defined path, usually paved, over which aircraft can taxi from one part of an airport to another (excluding the runway). Additionally, a Taxiway is further differentiated from a Taxi Lane by the required Object Free Area requirements stipulated by the FAA.

Through-the-Fence – When an airport sponsor grants an entity ground access by an aircraft across the Airport’s property boundary to the Airport’s airside infrastructure (commonly through-the-fence) and permission to engage in associated activities from property adjacent to the Airport.

Tiedown – An area paved or unpaved suitable for parking and mooring of aircraft wherein suitable anchoring points and related equipment are located.

Transient Aircraft – Any aircraft utilizing the Airport for occasional or temporary purposes which is not stationed at the Airport.

Turbojet aircraft (or turbofan aircraft) – An aircraft utilizing one or more gas-turbine engines and develops thrust from the exhaust of gases.

Turboprop aircraft (or turboshaft aircraft) – An aircraft utilizing a gas-turbine engine to drive a set of reduction gears, which, in turn, drives a propeller or rotor blades for propulsion.

Ultralight vehicle – Any contrivance used or intended to be used for manned operation in the air by a single occupant; does not have any U.S. or foreign airworthiness certificate; and if unpowered, weighs less than 155 pounds; or if powered, weighs less than 254 pounds empty weight, excluding floats and safety devices which are intended for deployment in a potentially catastrophic situation; has a fuel capacity not exceeding 5 U.S. gallons; is not capable of more than 55 knots calibrated airspeed at full power in level flight; and has a power-off stall speed which does not exceed 24 knots calibrated airspeed.

Vehicle – Any device that is capable of moving itself, or being moved, from place to place upon wheels; but does not include any device designed to be moved by human muscular power or designed to move primarily through the air.

Vehicle Operator – Any person who is in actual physical control of a vehicle.

Weapons – Including, but not limited to, firearms, tear gas, mace, pepper spray, or other similar devices, materials, or substances) or explosives.

10.2. Acronyms

A&P Mechanic	Airframe and Powerplant Mechanic
AC	Advisory Circular
ACM	Airport Certification Manual
ALP	Airport Layout Plan
AOA	Air Operations Area
APU	Auxiliary Power Unit
ARFF	Aircraft Rescue and Fire Fighting
ASP	Airport Security Program
ATCT	Air Traffic Control Tower
Avgas	Aviation Gasoline, 100LL
CFR	Code of Federal Regulations
DHS	Department of Homeland Security
DOT	Department of Transportation
EPA	Environmental Protection Agency
EPCRA	Emergency Planning and Community Right-to-Know Act
FAA	Federal Aviation Administration
FAR	Federal Aviation Regulation
FM	Factory Mutual
FY	Fiscal Year
FBO	Fixed Base Operator
ME	Multi-Engine Aircraft
NFPA	National Fire Protection Association
NPIAS	National Plan of Integrated Airport Systems
NOTAM	Notice to Airmen
SASO	Specialized Aviation Service Operator
SE	Single-Engine Aircraft
SIDA	Security Identification Display Area
SMS	Safety Management System
SPCC Plan	Spill Prevention, Control, and Countermeasure Plan
SRM	Safety Risk Management
SWMP	Storm Water Management Plan
SWPPP	Storm Water Pollution Prevention Plan
TSA	Transportation Security Administration
UFC	Universal Fire Code
UL	Underwriters Laboratories