

Appendix C

Minimum Lease Standards

**Saint Cloud Regional Airport
City of Saint Cloud, Minnesota**

MINIMUM STANDARDS

PRELIMINARY DRAFT

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Preamble

The City of St. Cloud has adopted these Minimum Standards for the following reasons:

To promote health, safety, and welfare of the users of the Airport. To assure that a high level of quality and service is maintained by any person offering or desiring to offer aeronautical services at the Airport.

To provide a basis for determining that all Operators and potential Operators are treated in a fair and nondiscriminatory manner.

To publish and make known the minimum requirements that must be met by anyone desiring to conduct an aeronautical activity business on the Airport.

Introduction

The F.A.A. strongly encourages airports to develop and adopt standards to establish the minimum acceptable qualification of participants, level and quality of service, and other conditions, which will be required of those proposing to conduct commercial aviation activities at the Airport. The requirement to impose standards on those proposing to conduct commercial activities on a public airport relates to the public interest and provides protection from irresponsible, unsafe, or inadequate service.

The adoption and enforcement of such standards ensures that the Operator is reasonably fit, willing, and able to discharge both its service obligations to its patrons and its economic obligations to the Airport community and thereby protect established commercial enterprises, the aviation user, and the public. The standards established for any particular commercial aeronautical activity must be relevant to that activity, must be reasonable in scope, and must be applied objectively and uniformly. Standards, thus established and applied, promote economic stability by discouraging unqualified applicants and fostering the level of service desired by the public.

Purpose

The regulations prescribe minimum standards for the conduct of commercial aeronautical activities at St. Cloud Regional Airport and specify the content of certain clauses that will be included lease/agreements permitting the conduct of such activities.

Definitions

As used in these minimum standards, the following terms shall have the following meanings:

Agreement, lease, permit—shall mean a contractual agreement between the City and an entity granted a privilege, concession or otherwise authorized to conduct certain aeronautical activities at the Airport which is memorialized and enforceable by law.

Aircraft – shall mean a device that is used or intended to be used for flight in the air.

Airport – shall mean St. Cloud Regional Airport, St. Cloud, Minnesota.

Airport Layout Plan (ALP) - shall mean the currently approved plan depicting the physical layout of the Airport and identifying the location and configuration of current and proposed runways, taxiways, roadways, utilities, hangars, buildings, nav aids, etc.

Airport Manager – shall mean the person hired by the City of St. Cloud to manage and supervise the operation of the Airport, or his or her designated representative.

Airport Tenant – shall mean an entity leasing property or space at the St. Cloud Regional Airport.

Aircraft Operating Area (AOA) – shall mean all ramps, taxiways and runways that aircraft maneuver, taxi, takeoff and land.

Based Aircraft – shall mean an aircraft: (1) which the owner physically locates at the Airport with no present intention of definite and early removal and with the purpose to remain for an undetermined period; (2) which, whenever absent from the Airport, its owner intends to return to the Airport for permanent hanging or tie-down; and (3) whose presence at the Airport is something other than merely transitory in nature.

City – shall mean City of St. Cloud, Minnesota.

City Council – shall mean the City Council of the City of St. Cloud, Minnesota.

Commercial Aviation Service Operator – an entity that engages in any activity or service for compensation, exchange, trading, buying, selling, or hire or any other revenue producing activity whether or not a profit is derived covered in this Minimum Standard, which makes possible, or is required for the operation of an aircraft, or contributes to or is required for, the safety of such operations. Aviation activities include, but are not limited to:

Sale of aviation petroleum products, aircraft ground support services, charter operations as defined by the F.A.A., specialized commercial aviation services, charter brokerage, aircraft hangar leasing, pilot training, aircraft rental and sight-seeing, aerial photography, agricultural spraying or dusting, fire suppression, aerial advertising and surveying, aircraft sales and leasing, aircraft management, repair and maintenance of aircraft, sale and repair of aircraft parts, avionics sales and repair, hangar and tie-down rental and leasing, aircraft striping/painting/refinishing, aircraft interior refinishing, aircraft salvage, and any other activities which because of their relationship to the operation of aircraft can appropriately be regarded as an aeronautical activity.

Entity – a person, persons, firm, partnership, limited liability company, corporation, unincorporated proprietorship, association, or group other than the City of St. Cloud.

F.A.A. – Federal Aviation Administration of the United States government, and any federal agency succeeding to its jurisdiction.

FAR – The Federal Aviation Regulation (Title 14 CFR) of the United States.

Flying Club – shall mean a nonprofit organized entity for the express purpose of providing its members with any number of aircraft for their personal use and enjoyment only. Aircraft must be vested in the name of the club or owners on a pro-rata share. The club may not derive greater revenue from the use of the aircraft than the cost to operate, maintain and replace the aircraft. Club Charter must be reviewed and approved by the Airport Manager. A current list of members and a certificate of insurance shall be on file with the Airport Manager. Required insurance minimums for flying clubs are outlined in Appendix A.

Movement Area – shall mean the area on the Airport that includes taxiways and runways that the Air Traffic Control Tower is responsible for providing Air Traffic Control services and requires clearance from the Tower to enter.

Prime Lessee – shall mean the contractual relationship between the City of St. Cloud and a primary tenant or F.B.O.

Ramp or Apron – shall mean a concrete or asphalt surface that is used for aircraft parking/storage.

Tie-down – shall mean a means by which an aircraft is secured to the ground at three points by ropes, chains, or cables that is capable of holding an aircraft in wind gusts of 50 knots or greater.

T-hangar – shall mean an aircraft storage hangar in which light aircraft are stored in separate areas and which no hazardous operations (i.e., fuel transfer, welding, torch cutting, soldering, doping, parts cleaning, and spray painting) are performed and when viewed from above each bay looks like the letter “T”.

Land Lease Applicant Qualification Requirements

Demonstration of intent to conduct business operations at the Airport shall be by application to the Airport Manager and subject to the approval of the City Council.

All Commercial Aviation Service Operators shall satisfy the City Council upon request of the City that they are technically and financially able to perform the services that they are proposing to engage in. This shall include the submission of an annual balance sheet, credit references and any other proof that the City Council may require from time to time. In cases of doubt by the City Council as to such ability to perform, the City Council shall be the final judge as to the qualifications and financial ability of the applicant.

The applicant shall:

Provide all the names and signatures of all parties who own an interest in the business or will appear on leases or other documents as being a partner, director or corporate officer and those who will be managing the business.

Submit preliminary plans, specifications and dates for any improvements, which the applicant intends to make on the Airport as part of the activity for which approval is sought. Applicant must comply with appropriate Review Procedures and Airport requirements.

Submit original certificate of insurance or an insurance company letter of intent of liability coverage for the business operation, flight operations, itinerant aircraft and Operators and premises insurance.

Submit such other information as required by the Airport or the City Council.

Application Review

All applications will be reviewed and acted upon by the Airport and City Council. Applications may be denied for one or more of the following reasons:

The applicant does not meet qualifications, standards and requirements established by these Minimum Standards.

The applicant's proposed operations or construction would create a safety hazard on the Airport.

The granting of the application will require the expenditure of local funds, labor or materials on the facilities described in or related to the application, or the operation will result in a financial loss to the Airport.

There is no appropriate or adequate available space or building on the Airport to accommodate the entire activity of the applicant.

The proposed operation, Airport development or construction does not comply with the approved Airport Layout Plan.

Any party applying for, or interested in business, has supplied false information, or has misrepresented any material fact in the application or in supporting documents, or has failed to make full disclosure on the application.

Any party applying, or having an interest in the business, has a record of violating the Rules, or the Rules and Regulations of any other Airport, Civil Air Regulations, Federal Aviation Regulations, or any other Rules and Regulations applicable to this or any other Airport.

Any party applying, or having interest in the business, has defaulted in the performance of any lease or other agreement with the Airport or any lease or other agreement at any other Airport.

Any party applying, or having an interest in the business, is not sufficiently credit worthy and responsible in the judgment of the Airport to provide and maintain the businesses to which the application relates and to promptly pay amounts due under the lease.

The applicant does not have the finances necessary to conduct the proposed operation for a minimum period of six months.

The applicant has committed any crime, or violated any local ordinance rule or regulation, which adversely reflects on its ability to conduct the operation applied for.

General Conditions

The following are general conditions that apply to all Operators and privileges conveyed to Airport users:

Occupational License with City required	No entity shall conduct a Commercial Aviation Services unless the entity has submitted a complete application to the Airport Manager. Once the Airport Manager has approved the application an approval letter will be issued to the Operator that will allow them to obtain an Occupational License from the City. The Operator must renew their application with the Airport in conjunction with the renewal of their Occupational License with the City.
Compliance With Laws and Rules and Regulations	All Airport tenants and persons entering the Airport property agree to abide by and conform with all rules and regulations, laws, standards, requirements, and ordinances promulgated by the Federal Government, State of Minnesota, the City of St. Cloud, and the Airport Manager. The Airport Manager shall act under the City of Manager of the City of St. Cloud, who is authorized to promulgate rules and regulations not inconsistent with the standards herein set forth.

Licenses, permits, and certifications	<p>Operator shall obtain at its sole expense all necessary licenses and permits necessary for the conduct of Operator's activities at the Airport as required by the City or any other duly authorized governmental agency having jurisdiction.</p> <p>Operator shall not engage in any operations at the Airport prior to obtaining any certifications that may be required with respect thereto by the FAA. Operator shall at the request of the Airport Manager furnish the Airport with copies of certifications and other documentation.</p>
Current in the payment of rents and fees	<p>No Operator shall be permitted to conduct commercial aviation services unless this entity is current (not delinquent) in the payment of all rent, fees, and charges or other sums accruing to the Airport under any agreement with the City and said entity. The commercial aviation services Operator's failure to remain current in the payment of all rents, fees, charges and other sums accruing to the Airport under any agreement with the City will be grounds for revocation of the permit or agreement authorizing commercial aviation services.</p>
Land and Hangar Use	<p>Land that is designated for aeronautical purposes must be developed and used for aeronautical activities only. Non-aviation related activities shall not be allowed in buildings or hangars located on land designated for aeronautical purposes without F.A.A. approval. No Commercial Aviation Service Operator shall be allowed to operate in a T-hangar.</p>
Signs	<p>Operator shall not erect, maintain, or display any sign on the leased premises, or elsewhere on the Airport, without the prior written consent of the Airport Manager and obtaining the applicable building permits from the City.</p>

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<p>Insurance</p>	<p>The Operator shall procure and maintain continuously in effect throughout the term of its activities upon the Airport at Operator's sole expense, insurance of the types and in at least such minimum amounts as set forth in the schedule of Minimum Standards for the respective categories of aeronautical services involved. Such insurance shall be placed with a company, or companies, authorized to do business in the State of Minnesota, have a B+, or higher, rating by A.M Best Company, and is satisfactory to the City of St. Cloud.</p> <p>Where more than one Commercial Aviation Service is proposed, the minimum limits will be at least of the highest minimum limit stated in the grouping chosen and cover all the necessary items outlined in Appendix A. In any event, the decision of the City's Risk Manager shall govern.</p> <p>All insurance, which the Operator is required by the City of St. Cloud to carry and keep in force, shall include the City of St. Cloud as additional named insured or loss payee, as the case may be. The applicable insurance coverage shall be in effect during the initial period of construction of the Operator's facilities and/or prior to its entry upon the Airport for the conduct of its business. All insurance herein required shall apply as primary and not in excess of or contributing with other insurance, which the Operator may carry. All policies shall provide contractual liability coverage sufficiently broad so as to include the liability assumed by the Operator in the indemnity and hold harmless provisions included in its Lease and/or Operating Agreements with the City of St. Cloud.</p> <p>The Operator's insurance policies as required by the Minimum Standards shall apply separately to the City of St. Cloud as if separate policies had been issued to Operator and City of St. Cloud. The Operator's Comprehensive General Liability policy shall protect the City of St. Cloud against any and all liability created by reason of Operator's conduct incident to use of the Airport, or resulting from any accident occurring on or about the roads, driveways and ramps used by the Operator at the Airport.</p> <p>The Operator's insurance as required by these Minimum Standards shall not be subject to cancellation or material alteration until at least thirty (30) days prior written notice has been provided to the City's Risk Manager. On an annual basis the Lessee shall furnish, Certificates of Insurance evidencing that all of the herein stated requirements have been met. The amount or amounts of all required policies shall not be deemed a limitation of the Operator's agreement</p>
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to indemnify and hold harmless the City of St. Cloud, and in the event Operator or the City of St. Cloud shall become liable in an amount in excess of the amount or amounts of such policies, then the Operator shall save the City of St. Cloud harmless from the whole thereof, except in the event of the sole negligence of the City of St. Cloud.

The Operator shall be required to defend, indemnify, and hold harmless the City, its elected representatives, officers, agents, and employees from any and all claims, demands, damage, fines, obligations, suits, judgments, penalties, causes of action, losses, liabilities, or costs at any time received, incurred, or accrued by the City, its elected representatives, officers, agents, and employees, as a result of or arising out of commercial aviation services Operator's action, or inaction, in performing or exercising any commercial aviation services.

The Operator is required to maintain minimum insurance to protect the Operator and the City from the normal insurable liabilities that may be incurred by the Operator in its operation at the Airport. In the event such insurance as required by this Minimum Standard shall lapse, the City reserves the right to obtain such insurance at the Operator's sole expense. All Operators at the Airport shall carry the following types and minimum amounts of insurance coverage listed in Appendix A.

Workers Compensation Insurance with employer's liability coverage of not less than the amount required by State law, but in no event less than One Hundred Thousand Dollars (\$100,000.00).

Property and Casualty Insurance against loss or damage to improvements due to fire, lightning and all other perils included in standard extended coverage policies, plus vandalism and malicious mischief coverage, in all amounts of not less than ninety percent (90%) of replacement value. Upon request by the City, a qualified appraiser shall determine such replacement value, a copy of whose findings shall be submitted to the City's Risk Manager, and thereafter, proper adjustment in the limits of insurance coverage shall be effected. Operator need not maintain said property and casualty insurance, if Operator is renting or leasing improvements and Operator's lessor maintains the required insurance. Such Policy shall also contain a waiver of subrogation in favor of the City. Such policy shall also contain a waiver of subrogation in favor of the City.

Comprehensive General Public Liability Insurance against claims for bodily injury, death or property damage occurring on, in or about the

	<p>Operator's premises and the Airport, in not less than One Million Dollars (\$1,000,000.00) combined single limit coverage.</p> <p>During any period of construction on the Operator's premises, a Builders Risk Completed Value policy with an all-risk endorsement, and an Owner's and Contractor's Protective policy in the minimum amounts determined by the City's Risk Manager.</p> <p>If coverage set forth in Appendix A is not commercially available, a risk analysis shall be conducted by the City's Risk Manager. The City's Risk Manager shall on a case-by-case basis determine the types and amounts of the above insurance coverage required to be carried by the Operator. Coverage may be required at higher levels than described in Appendix A based upon the nature of Operator's risk exposure.</p>
Federal Grant Agreement Assurances	Operator shall comply with the provisions set forth within the Assurances required by the Federal Aviation Administration.
Waivers	The City may, in its sole discretion, waive all or any portion of the Minimum Standards set forth herein for the benefit of any government or governmental agency performing non-profit public services to the aircraft industry, or performing public services to the aircraft industry, or performing emergency medical or rescue services to the public by means of aircraft, or performing fire prevention or fire-fighting operations. The City may further temporarily waive any of the Minimum Standards for non-governmental Operators where the City, in its sole discretion, deems such waiver to be in the best interest or welfare of the Airport's operation.
Site Development	No construction of any kind shall be commenced at the Airport without prior approval from the City, FAA, and Airport Manager or any other agency that may have jurisdiction. The proponent shall provide the Airport Manager with the necessary information for submittal to the F.A.A. for their review and approval. Any changes or restrictions

	<p>that are required by the F.A.A. must be complied with. The office of the Airport Manager will act as a liaison to assist in securing approval for any such construction. However, the City does not warrant or guarantee that any such construction will be approved or authorized. The Airport and the City is under no obligation to provide a taxiway from the leasehold to existing Airport taxiways and/or runways. If it becomes necessary for the Operator to construct a connector taxiway to adjoin the taxiway and runway system it shall be done in compliance with current F.A.A. Advisory Circulars for the type and size of aircraft to be served and approved by the City Engineer.</p>
Vehicle and Aircraft Parking	<p>All aircraft and vehicles shall be parked on paved surfaces and contained within the leasehold property boundaries and comply with City and Airport parking requirements. If a tenant wishes to park aircraft upon unpaved leased property the lessee shall make a written request to the Airport Manager. The Airport Manager shall make the determination to approve or deny the request.</p>
Safety and Security	<p>All tenants must comply with all Federal, State, and Local regulations pertaining to safety and security on the Airport. It shall be the responsibility of the Lessee to properly secure their property to prevent unauthorized access to the AOA and the movement area. The Operator shall provide wiring, conduits, and space in telecommunications closets as necessary within the leased property for the operation of any security devices that the Airport deems necessary. The Operator shall also be responsible for providing power from an electrical panel with circuit breaker protection, for any security device including but not limited to access controls, gates, and cameras. Energy to operate any security system will be provided by the Operator without cost to the Airport.</p>
Runway and Taxiway Access	<p>All Commercial Aviation Service Operators who have an operational need to drive a tug or fuel truck within the Movement Area must have an original certificate of insurance on file with the Airport Manager's office that meets the minimums set forth in Appendix A to conduct such activities.</p>
Temporary Structures	<p>No temporary, mobile, or modular structures shall be allowed on leased property except for those used in conjunction with site development/improvement and are properly permitted by the City and the Airport. Such structures shall be removed from the property as soon as a Certificate of Occupancy is issued for the structures being built. At no time shall the Operator conduct any aeronautical activity from a temporary structure without specific approval from the Airport Manager.</p>

Property Maintenance	The leased property shall be kept neat, clean, and orderly. The Operator shall also be responsible for grass cutting, landscaping, paved areas, facilities, buildings and hangars, and trash removal and any other services necessary to maintain the facilities in good condition. Such maintenance shall be at the expense of the Lessee and subject to general monitoring by the City to ensure that a high quality appearance is maintained.
Audit	Upon request of the Airport Manager the Operator shall make its books and records of account, and supporting documents pertaining to its operations at the Airport available to the City for audit and inspection.
Fueling	<p>Only an F.B.O. shall be allowed to sell fuel and must comply with the standards described within Commercial Aviation Service/F.B.O. section of these Minimum Standards.</p> <p>One fuel facility shall be allowed per individual leasehold. If more than one grade of aviation fuel is dispensed it shall be done from one tank farm system located in one area on the leasehold property.</p> <p>The Airport does not recognize a CO-OP (an organization formed by several aircraft owners for the purpose of self-fueling) as an individual aircraft owner for self-fueling purposes.</p>
Security Bond	At the discretion of the Airport Manager, the Operator may be required to post a security bond or an irrevocable letter of credit with the City in an amount determined necessary by the Airport Manager.
Applicability	All tenants must comply with these Minimum Standards within two years from the effective date of the Minimum Standards Resolution. Lessees that have a current, valid lease with the City on the effective date of the Minimum Standards Resolution with provisions in the lease allowing fueling operations shall be allowed to continue until the lease with the City is terminated, expires, or is renegotiated.

Commercial Aviation Service Operators

Fixed Base Operator (F.B.O.)

An entity who engages in the following at a minimum: Delivering, dispensing, providing, or selling Aviation Fuel and Lubricants, Hangar Storage facilities, Ramp Parking and Tie-down facilities, Airframe and Power Plant Repair, and Ancillary Aircraft Ground Support Services.

Minimum Requirements:

Leased Area	Not less than 5 acres and must be adequate to accommodate all the requirements below.
Hours of Operation	Shall be not less than 8 a.m. to 5 p.m. seven days a week except for Airframe and Power Plant Repair that shall be not less than 40 hours per week. A provision must be made for someone to be available for call out after normal hours of operation.
Hangar	Shall construct or lease not less than 10,000 sq. ft. of hangar space under its sole control.
Ramp and Tie-downs	An F.B.O. shall construct or lease not less than 80,000 sq. ft. of ramp space under its sole control. Tie-downs shall be provided for all non-hangared based aircraft capable of being tied down and at least 5 transient tie-downs provided.
Office and Lobby	An F.B.O. shall construct or lease not less than 2,000 sq. ft. of office and lobby space under its sole control located on its leased property. It shall be properly air conditioned/heated with an appropriate size lounge/waiting room with public rest rooms and telephone facilities.
Supply Contract	Operator shall demonstrate that satisfactory arrangements have been made with a recognized aviation petroleum distributor for the delivery of fuel and lubricants in such quantities as are necessary to meet estimated demand.
Fueling Activities	Shall have not less than two completely separate and structurally independent above/underground 8,000-gallon storage tanks for Avgas and Jet fuel. A mobile fueling vehicle capable of adequately servicing the aircraft to be served shall be available for each grade of aviation fuel sold. At a minimum one fuel truck for Avgas capable of carrying 750 gallons and one fuel truck with Jet fuel capable of carrying 1,000 gallons. All mobile fueling vehicles must be bottom loaded. All fueling equipment shall be equipped with reliable metering devices and filtration systems that meet industry standards. Complete dated

	<p>records shall be kept with regard to all maintenance activities conducted on fueling equipment and mobile refueling vehicles.</p> <p>All fuel service personnel shall have successfully completed a National Aviation Transportation Association or similar fuel safety course provided by a major fuel company supplier approved by the FAA. A current list of properly trained personnel must be on file with Airport Manager at all times.</p> <p>An F.B.O. must have a written fueling operations plan that addresses proper fueling procedures, training, and safety. The fueling operations plan must also contain a Spill Prevention/Countermeasures and Control Plan that addresses how the F.B.O. will clean up different size fuel spills. The fueling operations plan must be approved by the City Fire Marshall and be on file with the Airport Manager.</p> <p>The F.B.O. must also maintain at least one fully operational mobile fueling vehicle for each type of fuel sold or make arrangements satisfactory to the Airport Manager. All fueling facilities and mobile fueling vehicles shall be maintained to the highest safety standards in compliance with all codes and safety standards. These facilities and vehicles shall be subject to routine inspections by the City Fire Marshall.</p> <p>Properly trained F.B.O. personnel using equipment and facilities owned by the F.B.O must complete all fueling operations.</p>
Airframe and Power Plant Repair Services	<p>The F.B.O. shall employ, and have on duty trained personnel in such numbers as to carry out services in an efficient manner, but never less than one person currently certificated by the F.A.A. with ratings appropriate to the work being performed and who holds a mechanic certificate or an inspection authorization.</p>
Ground Support Personnel	<p>The F.B.O. shall have the proper equipment and qualified personnel to accomplish ground support services such as aircraft towing, filling tires and struts, and ground power services.</p> <p>In addition, each F.B.O. must be able to assist in the removal of disabled aircraft from the Airport's runway and taxiway system in a timely manner.</p>

Flight Training and Aircraft Rental Operator

An entity that engages in instructing pilots in dual and solo flight training in fixed and or rotary wing aircraft and provides such related ground school instruction as is necessary to take the written exams and flight check ride. In addition this Operator can engage in the rental and or lease of aircraft to the general public. An Operator of this class must engage in the following at a minimum.

Minimum Requirements:

Leased Area	Not less than 2 acres if not associated with a larger development.
Hours of Operation	Shall not be not less than 40 hours per week.
Office	Shall construct or lease not less than 1200 sq. ft. of office and lobby space under its sole control located on its leased property. It shall be properly air conditioned/heated with an appropriate size waiting/lounge room with public rest rooms and telephone facilities.
Ramp and Tie-downs	Tie-downs shall be provided for all non-hangared aircraft capable of being tied down associated with this Operator. If an Operator of this type constructs or leases a hangar facility it shall have ramp space equal to the square footage of the hangar directly adjacent to the hangar occupied by the Operator.
Personnel	The Operator shall employ, and have on duty trained personnel in such numbers to carry out services in an efficient manner, but never less than one F.A.A. certificated flight instructor with current licenses, medical certificate, and ratings for the aircraft to be used.
Aircraft	The Operator shall have not less than two aircraft owned or under exclusive written lease to the Operator to be used for flight instruction.

Aircraft Sales/Leasing

An entity that engages in the sale or lease of new or used aircraft. An Operator of this class must engage in the following at a minimum.

Minimum Requirements:

Leased Area	Not less than 2 acres if not associated with a larger development.
Hours of Operation	Shall not be not less than 40 hours per week.
Hangar/Office	Shall construct or lease not less than 500 sq. ft. of office and lobby space under its sole control located on its leased property. It shall be properly air conditioned/heated with an appropriate size lounge/waiting room with public rest rooms and telephone facilities.
Ramp and Tie-downs	An Operator of this type shall construct or lease ramp space equal to the square footage of the hangar directly adjacent to the hangar occupied by the Operator. Tie-downs shall be provided for all non-hangared aircraft capable of being tied down associated with this Operator.
Aircraft	The Operator shall have not less than two aircraft currently for sale.

Personnel	The Operator shall be able to obtain within 8 hours of a request a qualified pilot for the aircraft to be demonstrated.
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Aircraft Airframe, Power Plant Repair, and Accessory Repair Operator –

An entity that engages in a variety of services associated with the repair and maintenance of aircraft on a full time basis as defined in FAR part 43 and or FAR part 145. An Operator of this class must engage in the following at a minimum.

Minimum Requirements:

Leased Area	Not less than 2 acres if not associated with a larger development.
Hours of Operation	Not less than 8 a.m. to 5 p.m. Monday through Friday.
Hangar/Office	Shall construct or lease not less than 1,500 sq. ft. of hangar space under its sole control with a public rest room and telephone facilities.
Ramp and Tie-downs	An Operator of this type shall construct or lease ramp space equal to the square footage of the hangar directly adjacent to the hangar occupied by the Operator. Tie-downs shall be provided for all non-hangared aircraft capable of being tied down associated with this Operator.
Personnel	The Operator shall employ, and have on duty trained personnel in such numbers to carry out services in an efficient manner, but never less than one person currently certificated by the F.A.A. with ratings appropriate to the work being performed and who holds a mechanic certificate or an inspection authorization.

Aircraft Avionics, Instrument, or Propeller Repair & Sales Operator

An entity that engages in the sale of new and used aircraft avionics, propellers, instruments, and accessories as well as provides specialized repair and installation service. An Operator of this class must engage in the following at a minimum.

Minimum Requirements:

Leased Area	Not less than 2 acres if not associated with a larger development.
Hours of Operation	Shall not be less than 8 a.m. to 5 p.m. Monday through Friday.
Hangar/Office	Shall construct or lease not less than 1,500 sq. ft. of space under its sole control with a public rest room and telephone facilities.
Ramp and Tie-downs	An Operator of this type shall construct or lease ramp space equal to

	the square footage of the hangar directly adjacent to the hangar occupied by the Operator. Tie-downs shall be provided for all non-hangared aircraft capable of being tied down associated with this Operator.
Personnel	The Operator shall employ, and have on duty trained personnel in such numbers to carry out services in an efficient manner, but never less than one person currently certificated by the F.A.A. with ratings appropriate to the work being performed and who holds a mechanic certificate or an inspection authorization.

Aircraft Charter/Management Operator

An entity that that engages in the carriage by aircraft in air commerce of persons or property, other than as an air carrier or foreign air carrier. An Operator of this class must engage in the following at a minimum.

Minimum Requirements:

Leased Area	Not less than 2 acres if not associated with a larger development.
Hours of Operation	Shall be not less than 8 a.m. to 5 p.m. Monday through Friday and a call out service available 24 hours a day 7 days a week.
Hangar/Office	Shall construct or lease not less than 2,000 sq. ft. of space under the sole control of the Operator with a public rest room and telephone facilities.
Ramp and Tie-downs	An Operator of this type shall construct or lease ramp space equal to the square footage of the hangar directly adjacent to the hangar occupied by the Operator. Tie-downs shall be provided for all non-hangared aircraft capable of being tied down associated with this Operator.
Personnel	The Operator shall employ, and have on duty trained personnel in such numbers to carry out services in an efficient manner, but never less than one pilot certificated by the F.A.A. with licenses, medical certificate, and ratings for the aircraft to be used.
Aircraft	The Operator shall have at least one aircraft currently certified under FAR Part 135. The aircraft should be owned or under exclusive written lease to the Operator.

Specialized Commercial Flying Services

An entity that engages in the carriage by aircraft in air commerce of persons or property, other than as an air carrier or foreign air carrier and is excluded from FAR Part 135. An Operator of this class must engage in the following at a minimum.

Minimum Requirements:

Leased Area	Not less than 2 acres if not associated with another development.
Hours of Operation	Shall not be less than 8 a.m. to 5 p.m. Monday through Friday.
Hangar/Office	Shall construct or lease not less than 1,500 sq. ft. of space under the sole control of the Operator with a public rest room and telephone facilities.
Ramp and Tie-downs	An Operator of this type shall construct or lease ramp space equal to the square footage of the hangar directly adjacent to the hangar occupied by the Operator. Tie-downs shall be provided for all non-hangared aircraft capable of being tied down associated with this Operator.
Personnel	The Operator shall employ, and have on duty trained personnel in such numbers to carry out services in an efficient manner, but never less than one pilot certificated by the F.A.A. with licenses, medical certificate, and ratings for the aircraft to be used.
Aircraft	The Operator shall have at least one aircraft either owned by or under exclusive written lease to the Operator properly certificated and suitably equipped for and meeting FAA requirements for the type of operation offered.

Aircraft Striping, Painting, Refinishing Operator –

An entity that engages in the stripping, painting and refinishing of aircraft exteriors and interiors. An Operator of this class must engage in the following at a minimum.

Minimum Requirement

Leased Area	Not less than 2 acres if not associated with a larger development.
Hours of Operation	Shall not be less than 8 a.m. to 5 p.m. Monday through Friday.
Hangar/Office	Shall construct or lease not less than 1,500 sq. ft. of space under its sole control with a public rest room and telephone facilities. Facilities must be equipped with the proper spray booth for aircraft refinishing and comply with all Local, State, and Federal regulations pertaining thereto.

Ramp and Tie-downs	An Operator of this type shall construct or lease ramp space equal to the square footage of the hangar directly adjacent to the hangar occupied by the Operator. Tie-downs shall be provided for all non-hangared aircraft capable of being tied down associated with this Operator.
Personnel	The Operator shall employ, and have on duty trained personnel in such numbers to carry out services in an efficient manner, but never less than one person currently certificated by the F.A.A. with ratings appropriate to the work being preformed.
Hazardous Materials	Operator will keep all necessary documents on file regarding all hazardous materials. A Spill Prevention/Countermeasures and Control Plan that addresses how this Operator will address and clean up different size spills of hazardous materials.

Hangar and Ramp Leasing Operator

An entity that engages in developing hangars and/or ramp space to be sublet out to Operators and tenants. It shall be the responsibility of this type of Operator to make ensure all subtenants comply with these minimum standard and all applicable Codes, Rules, and Regulations.

Minimum Requirements

Leased Area	Not less than 2 acres.
Hours of Operation	Shall not be less than 8 a.m. to 5 p.m. with a 24-hour call out.
Hangar	As required to meet the minimum standards for the Operator desired.
Ramp and Tie-downs	Tie-downs shall be provided for all non-hangared aircraft capable of being tied down.

Private or Corporate Owned Hangar Facilities and Non-Commercial Self-Service Fuel Permittee

An entity that owns one or more hangars, associated office, and shop space for the storage and maintenance of their aircraft owned or under exclusive written lease.

Minimum Requirements:

Leased Area	Not less than 2 acres.
Hangar/Office	Shall construct or lease not less than 500 sq.ft. of office/shop space and 2000 sq.ft. of hangar under the sole control of the tenant with appropriate rest room facilities.

Ramp and Tie-downs	Shall construct or lease ramp space equal to the square footage of the hangar. Tie-downs shall be provided for all non-hangared aircraft capable of being tied down.
Self-fueling Permit application procedures	<p>To engage in self-fueling the entity must first obtain a self-fueling permit from the Airport Manager. The application must include the following at a minimum:</p> <p>Provide evidence of ownership or exclusive written lease agreement for every aircraft eligible of self-fueling.</p> <p>Fuel Storage:</p> <p>The Permittee shall install at a minimum one 8,000-gallon above/underground fuel storage tank for each type of aviation fuel. Permittee shall be liable and indemnify the City for all leaks, spills or other damage that may result through the handling and dispensing of fuel. All fueling equipment shall be equipped with reliable metering devices and filtration systems that meet industry standards. Complete dated records shall be kept with regard to all maintenance activities conducted on fueling equipment. Permittee shall be solely responsible for fuel quality.</p> <p>All fuel service personnel shall have successfully completed a National Aviation Transportation Association or similar fuel safety course provided by a major fuel company supplier approved by the FAA. A current list of properly trained personnel must be on file with Airport Manager at all times.</p> <p>Permittee shall provide a copy of a written fueling operations plan that addresses proper fueling procedures, training, and safety. The fueling operations plan must also contain a Spill Prevention/Countermeasures and Control Plan that addresses how different sized fuel spills will be cleaned up. The fueling operations plan must be approved by the City Fire Marshall and be on file with the Airport Manager.</p> <p>All fueling facilities shall be maintained to the highest safety standards in compliance with all codes and safety standards. These facilities and vehicles shall be subject to routine inspections by the City Fire Marshall.</p> <p>Only the permittee's personnel using equipment and facilities owned by the permittee shall be allowed to complete any fueling operations.</p> <p>Permittee shall not sell and or dispense fuel to based or transient aircraft. Any dispensing of fuel to aircraft not on the approved self-fueling permit or using personnel not employed by the permittee shall be grounds for revocation.</p> <p>First violation shall be suspension for six months.</p>

	Second violation shall be a permanent revocation of the self-fueling permit.
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PRELIMINARY DRAFT