

*Minimum Standards  
for  
Commercial Aeronautical Service Providers  
at*



**ADOPTED by the Authority  
July 18<sup>th</sup>, 2012**

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To be revised when completed

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## **SECTION 1. DEFINITIONS**

**AC** – means an Advisory Circular issued by the Federal Aviation Administration.

**Aeronautical Activity (or “Aeronautical Activities” or “Activity” or “Activities”)** - means any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of Aircraft, or which contributes to or is required for the safety of such operations. Aeronautical Activities include, but are not limited to, sale of Aircraft Fuel or lubricants; passenger, crew, and Aircraft ground services; support and amenities; Tie down, Aircraft Storage/hangar, Aircraft parking, office, and shop rental/subleasing; Airframe and Power Plant Maintenance/subcontracting; Avionics Sales and Maintenance; Aircraft Rental; Flight Training; Air Charter, Taxi; Aircraft Management Operations; Aircraft Sales; sightseeing aerial photography; aerial spraying and agriculture or firefighting aviation services; aerial advertising; aerial surveying; and any other Activities, which in the judgment of the Authority, because of their direct relationship to the operation of Aircraft or the Airport, can appropriately be regarded as an “Aeronautical Activity”.

**Agency** – means any federal, state, or local governmental Entity, unit, Agency, organization, authority, or body.

**Agreement** – means a written contract executed by the Authority and an Entity granting a concession, transferring rights or an interest in land, Improvements, or otherwise authorizing the conduct of certain Activities.

**Aircraft** – means any contrivance now known or hereafter invented which is used or designed for navigation of or flight in air, except a parachute or other contrivance designed for such navigation but used primarily for safety equipment. This includes, but is not limited to, airplanes, airships, helicopters, gliders, gyrocopters, ground-effect machines, sailplanes, amphibians, ultra lights and seaplanes.

**Air Charter or Taxi** – means the Commercial Aeronautical Activity of providing air transportation of persons or property for hire on a charter basis or as an air taxi Operator as defined and regulated by the Federal Aviation Administration.

**Aircraft Fuel** – means all flammable liquids composed of a mixture of selected hydrocarbons expressly manufactured and blended for the purpose of effectively and efficiently operating an internal combustion, jet, or turbine engine, which includes any substance (solid, liquid, or gaseous) used to operate any engine of an Aircraft or Vehicle.

**Aircraft Line Service** – means providing the necessary Equipment, supplies, and trained personnel for Aircraft Apron assistance, towing, parking, and Tiedowns, within the Leased Premises.

***Aircraft Management Operations*** - means a Commercial Operator engaged in the business of providing Aircraft flight dispatch, flight crews, or Aircraft maintenance coordination on behalf of an Aircraft Owner.

***Aircraft Owner*** - means an Entity holding legal title to an Aircraft, or any Entity having exclusive legal possession of an Aircraft.

***Aircraft Parking and Storage Areas*** - means those hangar and Apron locations of the Airport designated by the Authority for the parking and storage of Aircraft.

***Aircraft Rental*** - means the Commercial Activity of renting or leasing Aircraft to the public for compensation.

***Aircraft Sales*** - means the Commercial Activity of the sale of new or used Aircraft through brokerage, ownership, franchise, distributorship, or licensed dealership.

***Airframe and Power Plant Maintenance*** - means the Commercial Activity of providing airframe and power plant services, which includes service, the repair, maintenance, inspection, constructing, and making of modifications and alterations to Aircraft, Aircraft engines, propellers and appliances including the removal of engines for major overhaul as defined in 14 CFR Part 43, as now or hereafter amended. This category of service also includes the sale of Aircraft parts and accessories.

***Airframe and Power Plant Mechanic (A&P)*** - means an Entity who holds an Aircraft mechanic certificate with both airframe and power plant ratings issued by the FAA under the provisions of 14 CFR Part 65, as now or hereafter amended.

***Airport*** - means the Bemidji Regional Airport, operated by the Bemidji Regional Airport Authority, and all land, Improvements, and appurtenances within the legal boundaries of the Airport property as it now exists on the Airport Layout and as such plan may be extended, enlarged, or modified from time to time.

***Airport Layout Plan (ALP)*** - means the currently approved scale drawing depicting the boundaries and physical layout of the Airport and identifying the location, type, dimensions and configuration of existing and proposed infrastructure and Improvements including, but not limited to, runways, taxiways, Aprons, buildings, Roadways, utilities, nav aids, as well as proposed extensions and reductions of existing Airport facilities.

***Airport Security Program (ASP)*** - means the Transportation Security Administration approved program as created by the Airport under 49 CFR Parts 1540 and 1542.

***Apron*** - means those paved areas of the Airport within the movement area designated by the Authority for the loading or unloading of passengers, servicing, or parking of Aircraft.

***ARINC*** - means Aeronautical Radio, Inc., a voice communications service utilizing discreet frequencies between Aircraft and a base station.

***Avionics Sales and Maintenance*** – means the Commercial Activity of providing for the repair and service, or installation of Aircraft radios, instruments and accessories. Such operation may include the sale of new or used Aircraft radios, instruments and accessories.

***Based Aircraft*** – means an Aircraft which the aircraft owner physically locates at the Airport for an undetermined period, and whenever absent from the Airport, is intended to be returned to the Airport for long-term storage.

***Certificate of Insurance*** – means a written document provided by and executed by an insurance company or its authorized representative, evidencing the insurance coverages and limits of an Operator.

***CFR*** – means the Code of Federal Regulations, as may be amended from time to time.

***Authority*** – means Bemidji Regional Airport Authority of the State of Minnesota. For purposes of environmental compliance the Authority shall include the Authority's elected and non-elected officials, officers, agents, Personnel, contractors, successors and assigns.

***Commercial Activity*** – means any Activity (including Aeronautical Activities) conducted at or on the Airport by any Entity in which:

1. the exchange, buying, or selling of commodities, goods, services, or property of any kind at the Airport, or
2. engaging in any Activity (including Aeronautical Activities) on the Airport for the purpose of securing revenue, earnings, income, or compensation, whether or not such revenue, earnings, income, or compensation are ultimately exchanged, obtained or transferred, or the offering or exchange of any product, service, or facility on the Airport as a part of other revenue, earnings, income, or compensation producing Activity on or off the Airport., or
3. Commercial Activities include, but are not limited to, *Air Charter or Taxi, Airframe and Power Plant Maintenance, Aircraft Rental, Avionics Sales and Maintenance, fueling, and commercial aircraft ground handling.*

***Commercial Operator*** – means any Entity engaging in a Commercial Aeronautical Activity.

***Commercial Self-Service Fueling*** – means the Fueling of an Aircraft by the pilot using commercial Aircraft Fuel pumps installed for that purpose. The Commercial Self-Service Fueling facility may or may not be attended by the contracted party, which is an authorized entity that is exercising its right to sell Aircraft Fuel.

***Commercial Aeronautical Service Operator*** – means a Fixed Base Operator or Specialized Aviation Service Provider operating on the Airport.

***Department*** – means the Airport, an operating unit of the Bemidji Regional Airport Authority.

**Director** – means the Executive Director of the Bemidji Regional Airport Authority or the Director’s Designee.

**Entity (or Entities)** – includes a Person; firm; partnership; limited liability company; Department; or corporation; proprietorship, association, or group; and includes any authorized trustee, receiver, assignee, or other similar representative of the previously noted business organizations.

**Environmental Claims** – shall refer to, and include, without limitation, all claims, demands, suits, actions, judgments, and liability for removal, remediation, assessment, transportation, testing and disposal of Hazardous Materials as directed by any government Agency, court order, or Environmental Law; bodily injury or death; damage to or loss of use of property of any person; injury to natural resources; fines, costs, fees, assessments, taxes, demand orders, directives or any other requirements imposed in any manner by any governmental Agency under Environmental Laws; and costs and expenses of cleanup, remediation, assessment testing, investigation, transportation, and disposal of a Hazardous Material spill, release, or discharge.

**Environmental Laws** – shall refer to and include, without limitation, all Federal, State, County, and local statutes, laws, ordinances, rules and regulations, now or hereafter in effect, and as amended from time to time, that are enacted for the protection of the environment or that govern, control, restrict, or regulate the use, handling, treatment, storage, discharge, disposal, or transportation of Hazardous Materials. Environmental Laws, specifically include, but are not limited to, the National Environmental Policy Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Hazardous Substances Act, the Toxic Substances Control Act, the Clean Water Act, the Superfund Authorization and Recovery Act, the Occupational Safety and Health Administration’s Hazard Communication Standards, the Texas Hazardous Substances Act, and the Texas Water Quality Control Act.

**Equipment** – means all property and machinery, together with the necessary supplies, tools, and apparatus, for the proper conduct of the Activity being performed.

**FAA** – means the Federal Aviation Administration of the United States government.

**Fixed Base Operator (FBO)** – means a Commercial Operator that is authorized to engage in the sale of products, services, and facilities to aircraft operators and others and provides at a minimum the following services aircraft fueling to include jet fuel, AvGas, aircraft propellants, and aircraft lubricants; aircraft line services; passenger, crew, and aircraft ground services, support and amenities and may include airframe, avionics and power plant maintenance; aircraft hangar rentals, tie-downs; along with air charter service and flight instruction.

**Flight Training** - means the Commercial Aeronautical Activity of instructing pilots in dual and solo flight, in fixed or rotary wing Aircraft, and related ground school instruction as necessary to complete a FAA written pilot’s examination and flight check ride for various

categories of pilots licenses and ratings. Flight Training includes any portion of a flight between two or more Airports or other destinations where the primary purpose is to increase or maintain pilot or crew member proficiency.

***Flying Club*** – means a legally recognized nonprofit Entity organized for the purpose of promoting a common interest in aviation. A Flying Club may provide its members with any number of Aircraft for their personal use and enjoyment. If Aircraft are provided by the Flying Club, the Flying Club may not derive greater revenue from the use of the Aircraft than the cost to operate, maintain, and replace the Aircraft.

***Fuel Storage Area*** – means any portion of the Airport designated temporarily or permanently by the Authority as an area in which aviation or Vehicle gasoline or any other type of Aircraft Fuel or fuel additives may be stored or loaded.

***Fueling*** – means the transportation, delivering, dispensing, storage, or draining of fuel or fuel waste products.

***General Aviation*** – means all Aviation with the exception of Aircraft manufacturing, military aviation, and scheduled and charter commercial air carrier operations.

***Hazardous Materials*** – shall refer to, and include, without limitation, all substances whose use, handling, treatment, storage, disposal, discharge, or transportation is governed, controlled, restricted, or regulated by Environmental Laws that have been defined, designated, or listed by any responsible regulatory Agency as being hazardous, toxic, radioactive, or that may present an actual or potential hazard to human health or the environment if improperly used, handled, treated, stored, disposed, discharged, generated, or released. Hazardous Materials, include but are not limited to, asbestos and asbestos containing materials, petroleum products, solvents, and pesticides.

***Improvements*** – means, without limitation, all buildings, structures, facilities, and appurtenances including pavement, concrete, fencing, signs, lighting, and landscaping which are constructed, installed or placed on, under or above any land on the Airport.

***Lease*** – means the written contract between the Airport and a Commercial Operator specifying the terms and conditions under which an Operator may occupy and operate from certain Airport facilities or property.

***Leased Premises*** – means the defined land and Improvements that are the subject of a Lease.

***Lessee*** – means an Entity that has entered into a Lease with the Authority to occupy, use, or develop land or Improvements or to engage in Aeronautical Activities or related uses.

***Light-Sport Aircraft*** – Means an Aircraft intended for recreation per 14 CFR Part 1.1. and are also commonly known as ultralights, microlights, advanced ultralights, powered

parachutes, weight-shift-control, lighter-than-air, amateur-built Aircraft and standard category Aircraft.

**Minimum Standards** – means the qualifications, standards, and criteria, as a condition set forth as the minimum requirements that are to be met by as a condition for the right to engage in Commercial Aeronautical Activities at the Airport.

**Non-Commercial Operator** – means an Entity that either owns or leases and operates Aircraft for personal or recreational purposes and neither offers nor engages in Commercial Aeronautical Activities.

**Operator** – means for purposes of these Minimum Standards Operator as used in context to include FBO's, SASO's and vehicles.

**Permit** – means an administrative approval issued by the Director to conduct an Aeronautical Activity at or on the Airport; or to provide authorized services, to based and transient Aircraft at or on the Airport, from facilities and locations where such services are authorized.

**Personnel** – means any individual employed by an Entity whereby said Entity collects and pays all associated taxes (i.e., social security and Medicare) on behalf of the individual and includes any individual under contract as temporary workers with an employment service.

**Preventive Aircraft Maintenance** - means maintenance that is not considered a major Aircraft alteration or repair and does not involve complex assembly operations as listed in 14 CFR Part 43, as now or hereafter amended, except for Item 22 of the regulation, which Item 22 involves the replacement of prefabricated Aircraft Fuel lines, and shall, for purposes of these regulations and Minimum Standards, be considered a major Aircraft repair.

**Roadway** – means any street or road, whether improved or unimproved, within the boundaries of the Airport and designated for use by Vehicles.

**Self-Fueling** – means the Fueling of an Aircraft by the Aircraft Owner or the Aircraft Owner's Personnel.

**Specialized Aviation Service Operator (SASO)** - a Commercial Aeronautical Operator that is authorized to provide any one or a combination of the following Aeronautical Activities; Flight Training, Airframe and Power Plant Maintenance, Avionics sales and maintenance' Aircraft rental, Aircraft charter or taxi and Aircraft management operations, Aircraft storage hangars, Aircraft sales, Aircraft restoration and refurbishing, Specialized Aircraft services, Light Sport Aircraft service provider, and Specialized Flying Services.

**Specialized Flying Services** – means providing specialized commercial flying services including but not limited to nonstop sightseeing tours, aerial photography or surveying, power line or pipeline patrol, firefighting or fire patrol, air ambulance, airborne mineral



exploration, and other air transportation operations specifically excluded from 14 CFR Part 135, as now or hereafter amended.

**SOP** – means standard operating procedures.

**Subcontract** – means a written Agreement whereby any of the services to be provided may be contracted to a third party contractor under an Agreement consented to and approved by the Authority stating the terms and conditions under which a third party contractor may provide an Aeronautical Activity at the Airport.

**Sublease** - means a written Agreement, consented to and approved by the Authority, stating the terms and conditions under which a third party Commercial Operator leases space, from a FBO or SASO, for the purpose of providing an Aeronautical Activity at the Airport.

**Taxilane** – means the portion of the Airport apron area, or any other area, used for access between Taxiways and Aircraft Parking and Storage Areas.

**Taxiway** – means a defined path established for the movement of Aircraft from one part of the Airport to another.

**Through-the-Fence Agreement** – means an Agreement between the Authority and an adjacent property owner permitting access to airport property in accordance with all requirements of the Department of Homeland Security or any successor organization.

**Through-the-Fence Commercial Agreement** -means an Agreement with a Commercial Operator, located on property adjacent to the Airport, permitting access to airport property in accordance with all requirements of the Department of Homeland Security or any successor organization.

**Tiedown** – means an area paved or unpaved suitable for parking and mooring of Aircraft wherein suitable anchor points are located.

**UNICOM** – means a two-way communication system that may provide Airport advisory information.

**Vehicle** – means any device that is capable of moving itself or being moved from place to place on wheels; but excludes any device designed to be moved by human muscular power or designed to move primarily through the air.

**Vehicle Parking Area** – means any portion of the Airport designated and made available temporarily or permanently by the Authority for the parking of Vehicles.

## **SECTION 2. STATEMENT OF POLICY**

In establishing these Minimum Standards, the Authority's goal is to assure an adequate minimum level of quality service to General Aviation users and Commercial Operators, to foster competition, promote the growth of general aviation use and services, while actively working to enhance commercial air service development at the Airport, and to avoid unfair and prohibited discrimination among similar commercial aeronautical service providers. The Minimum Standards shall be applied objectively and uniformly.

**The standards and requirements in this policy are minimums. All Operators are encouraged to exceed the minimum.**

Contingent upon its qualifications, its meeting the Minimum Standards, the approval of the prospective Operator's application by the Director, the execution of a Lease or Permit, and the payment of applicable rentals, fees and charges, the Operator shall have the privilege of providing the commercial aeronautical or other service(s) for which it has been approved. The Operator may not provide any commercial aeronautical service other than that authorized in writing in the Lease or the Operator's Permit.

The granting of such privilege, however, shall not be considered in any manner as affording the Operator any exclusive right of use of the premises and facilities and the Airport, other than those premises which may be leased exclusively to it, and then only to the extent provided in a written Agreement. The Authority reserves the right for use of the Airport by others who may desire to use the same, pursuant to applicable federal, state and local laws, ordinances, codes, minimum standards and other regulatory measures pertaining to such use. The Authority further reserves the right to designate the specific Airport areas in which the specific Aeronautical Activity may be conducted and to relocate existing Operators to another location on the Airport. Such designation shall give consideration to the nature and extent of the operation and the land and improvements available for such purpose, consistent with the orderly and safe operation of the Airport. Should relocation of existing Operator(s) occur, responsibility and allocation of cost for relocation will be determined by agreement with the Operator(s) to be relocated and be based on benefits or impact derived or resulting from the move to the Operator(s) and/or Airport.

If the Authority determine there is a service not provided at the airport or one that is being provided by an Operator(s) is at a level not meeting the Authority's expectations and there may be or are applicants, seeking to provide the particular commercial aeronautical service at the Airport, the Authority may select a Commercial Aeronautical Service provider through a competitive solicitation or request for proposals.. Should there be no interested or qualified applicants to provide a service the Authority may provide the service or product itself.

These Minimum Standards are subordinate and subject to the provisions of any Agreement between the Authority and the United States Government relative to the operation and maintenance of the Airport, the execution of which has been, or may in the future be,

required as a condition precedent to the transfer of federal rights or property to the Authority for Airport purposes, or the expenditure of federal funds for the development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, as amended. The issuance of a final agency order finding a provision of the Minimum Standards inconsistent with any such Agreement by the FAA shall operate to invalidate the affected provision of these Minimum Standards. The invalidity of any provision of the Minimum Standards shall not affect the validity of any other provision of the Minimum Standards, and the remainder shall be construed and enforced as if the invalid provision were never included in the Minimum Standards.

These standards shall be subject and subordinate to the provisions of any existing or future agreement between the Authority and the United States, or any agency thereof, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of funds for the development or operation of the airport; provided, however that the Authority shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of the Operator in and to the Premises, and to compensation for the taking thereof, interference therewith and damage thereto, caused by such agreement or by actions of the Authority or the United States pursuant thereto.

### **SECTION 3. APPLICABILITY**

#### **1. Application of Minimum Standards.**

- a. The Authority, acting by and through its Airport Director, leases, controls and operates the Airport. To encourage development of adequate aeronautical services and facilities for Airport users, the Authority has established these Minimum Standards for provision of certain Commercial Aeronautical Services at the Airport. These Minimum Standards may be amended by the Authority as conditions require or to establish Minimum Standards for additional aeronautical services, in accordance with 49 United States Code(U.S.C.) § 47101 and other supplemental corresponding statutes.
- b. These Minimum Standards establish the criteria by which the Director shall consider requests from prospective Commercial Aeronautical Service providers to do business at the Airport. These Minimum Standards shall apply to all Fixed Base Operators Lease and Commercial Operating Permits granted or renewed after the effective date of these Minimum Standards. The provisions of the Lease or Permit will be compatible with the Minimum Standards herein contained and will not change or modify the Minimum Standards themselves. To the extent consistent with the terms of the Lease or Permit, these rules shall apply to all currently existing Leases and Permits unless a waiver is applied for by the applicant/operator and such waiver is approved by the Authority. Approved

waivers will be incorporated into the base lease agreement between the Authority and Operator.

- c. The Minimum Standards do not apply to the Authority itself, to scheduled certified air carriers operating from the Airport, or to persons operating Aircraft on the Airport who perform services on their own Aircraft with their own regular personnel and equipment in accordance with applicable contract, permit, or lease provisions. However, persons performing services on their own aircraft will provide the Authority proof of qualifications, compliance with federal state and local regulation, competency and insurance to perform the desired services. These Minimum Standards are not intended to be all inclusive; the Operator is additionally subject to applicable federal, State and local laws, codes, ordinances and other similar laws or regulations including Airport Rules and Regulations pertaining to all such services and/or special conditions established by the Authority.

## 2. Activities Not Covered By Minimum Standards.

Any activities for which there are no specific Minimum Standards established will be addressed by the Director on a case-by-case basis and set forth in such Commercial Operator's written Lease, license, Permit or Agreement with the Airport.

## 3. Variance or Exemption.

- a. The Director may approve variances to these Minimum Standards when a specific clause, section, or provision does not seem justified in a particular case because of special conditions or unique circumstances. Denied applications for variance/waiver may be appealed by the applicant in writing to the Airport Authority Board within 60 days of the date of denial. If the denial is upheld by the Authority the applicant may not apply for reconsideration until 24 months from the date of denial.
- b. Any variance or exception approved shall apply only to the special conditions or unique circumstances of the particular case under which the variance exemption is granted and shall not serve to amend, modify, or alter the remainder of these Minimum Standards.
- c. When a specific product, service, or facility is not currently being provided at the Airport, the Authority may enter into an Agreement with an FBO or SASO with terms and conditions that are less than those outlined in these Minimum Standards (e.g., lower Minimum Standards, etc.), only for a limited time period (i.e., pioneering period). The duration of the pioneering period shall be specified in the Agreement and shall only be valid during that specific period of time.

#### 4. Conflicting Standards.

If a provision in these Minimum Standards is found to be in conflict with any other provision of these Minimum Standards, the provision that establishes the higher standard shall prevail.

#### 5. Singular.

Singular includes the plural and vice versa,

#### 6. Captions.

Captions are for reference only

### **SECTION 4. APPLICATION REQUIREMENTS**

1. Application. To operate a Commercial Aeronautical Service at the Airport, a Person shall submit a written application to the Director, which shall include the following information and, thereafter, shall provide such additional information as may be requested by the Director.
  - a. Intended Scope of Services. The prospective Operator must submit a detailed description of the scope of the proposed operation and the means and methods to be employed to accomplish the contemplated operation, including, at a minimum, the following:
    - i. The name, address, and telephone number of the applicant. If the applicant is a corporation, include the names, addresses, and telephone numbers of the corporation's officers and directors. If the applicant is a partnership, provide the name, address, and telephone number of all general partners. Also provide the name, address, and telephone number of any person that holds a controlling interest, directly or indirectly, in the applicant. Applicant must disclose if any officer, director, partner, or a Person having a controlling interest in applicant is also an officer, director, partner, or a Person holding a controlling interest in another Commercial Aeronautical Service provider at the Airport.
    - ii. The requested or proposed date for commencement of the service(s) and the term of conducting the same.
    - iii. The service to be offered.
    - iv. The amount, size, and location of land required.

- v. The size, type, and location of the building(s) to be constructed or leased.
  - vi. The number and type of Aircraft to be parked, serviced, or provided (as applicable).
  - vii. The number of Persons to be employed (including the names, titles, and qualifications of key Employees).
  - viii. The hours of proposed operation.
  - ix. A list of material assets, goods, and Equipment necessary or required to perform the proposed services that are owned, leased or under purchase contract by the applicant. Copies of such contracts shall be provided to the Director upon request.
  - x. Copies of all licenses, certifications, and Permits possessed by the applicant, or its key Employees to be based at the Airport, that are necessary or required to perform the proposed services.
  - xi. Such other or additional information as may be required under Sections 5 and 6 of these Minimum Standards, or that the Director may reasonably require to evaluate the application.
- b. An organizational chart and staffing plan.
  - c. Experience.
  - d. A copy of all subleases or subcontract Agreements for all parties associated with the provisioning of services.
  - e. For new start-up commercial operators a copy of projected budgets including expected expenses and revenues by year, balance sheets, and income statements for the first three (3) years and a projected budget for the upcoming fourth year. All financial information shall be marked "Confidential".
  - f. A plan outlining facility maintenance to be performed.

## **2. Annual Reporting Requirement and Notification of Changes.**

- a. New Operators, for the first three years of operations, shall report annually by the anniversary date of the effective date of their Lease or Permit, the information listed above.

- b. All operators shall provide the Director with 60 (Sixty) days advance written notice of its intention to start up or discontinue an authorized Commercial Aeronautical Service.
- c. In addition, all Operators must file items: 1a(vii), a(X), b, d and f annually if changed from the previous year.

## **SECTION 5. MINIMUM STANDARDS FOR FIXED BASE OPERATORS**

### **1. Required Aeronautical Activity.**

- a. An FBO is required to provide the minimum services listed in the definition of a Fixed Base Operator. The FBO will be required to submit a rate schedule that it will charge its customers for all services provided for review by the Director. The written summary of the rates shall be printed and/or posted in the lobby of the FBO in clear view of the public.
- b. Additional services the Authority may require FBO's to provide, include, but are not limited to: Flight Training, Aircraft Rental, Aircraft Sales, Air Charter or Air Taxi, Aircraft Management Operations, and Avionics Sales and Maintenance.
- c. Only FBO's or the Authority shall be permitted to provide Commercial Aircraft Fueling services and operate Retail Aircraft Fueling facilities at the Airport. The Authority will only provide service if it is determined that the FBO(s) are unable to provide the necessary service and the Authority has determined the service provided is deficient. Prior to the Authority providing a service the FBO will be given sufficient time to correct the deficiency. The period of time will be determined on a case by case basis by the Authority after discussion with the operator.
- d. FBO's or the Authority may subcontract or use third-party Operators to provide any of the required or additional FBO services, with the exception of Aircraft Fueling and Aircraft Line Services. Subcontractors and third-party Operators shall meet all Minimum Standards applicable to such services when performed by an FBO operating at the Airport. All subcontracts must be submitted and approved in writing prior to execution.
- e. Each FBO shall conduct its business and activities on and from the Leased Premises in a safe and professional manner consistent with the degree of care and skill exercised by experienced FBO's providing comparable products, services, and activities from similar Airports as determined at the discretion of the Director.

2. **Aircraft Design Group Serviceability.** Each FBO shall provide or have under an approved contract the Personnel, Equipment, and facilities required to service all types of Aircraft normally operating at the Airport. The Airport Reference Code (ARC) to be supported is category ARC C-IV, which includes Aircraft up to an approach speed of up to, but less than, 141 knots and wingspans of up to, but not including, 129 feet. The determination of equipment and quantities will be agreed to by separate letter between the Authority and Operator(s) and will be reviewed annually for mutually agreed to additions or deletions.
3. **Leased Premise Size.** See Appendix 2 'FBO Minimum Space Requirements'.
4. **Staffing and Personnel Qualifications.**
  - a. **Management.** Operator shall select and appoint an on-site full-time manager of its operations at the Airport. The manager shall be qualified and experienced, and vested with full power and authority to act in the name of Operator with respect to the method, manner and conduct of the operations of the fixed based services to be provided under this Agreement. The manager shall be available at the Airport or on call during regular business hours and during the manager's absence a duly authorized subordinate shall be in charge and available at the Airport or on call.
  - b. **Staffing.** Operator shall provide, at its sole expense, a sufficient number of employees or subcontractors to provide effectively and efficiently the services required and authorized in this Agreement and adopted in the Minimum Standards. Operator will provide an annual certification specifying the provision of these services.
  - c. During the required hours of operation, each FBO shall employ and have on duty sufficient staff to meet the Minimum Standards for each Aeronautical Activity provided. Each FBO shall have at least one (1) person on site at all times during hours of operation. A manager/supervisor must be on site or on call during all hours of operation. The FBO will provide a management representative on call at all times with phone numbers for emergency situation and must be available to respond within 30 minutes of being contacted.
  - d. **Personnel Qualifications.** All FBO Aircraft Fuel handling personnel shall be trained in the safe and proper handling dispensing, and storage of Aircraft Fuel. Acceptable training shall be NATA Safety 1<sup>st</sup> or an equivalent training program.
  - e. Operator shall have readily available an afterhours phone number that must be posted at the facility, on the Operator's website, and shall be contained in an afterhours message for phone calls received after hours.



Operator will provide the Executive Director the name and current schedule of hours, contact name and numbers to ensure the Directors ability to contact the operators designated management representative at any time.

- f. Operator shall control the demeanor and appearance of its employees or subcontractors, who shall be trained by Operator and who shall possess such technical qualifications and hold such certificates of qualification as may be required in carrying out assigned duties. It shall be the responsibility of Operator to maintain close supervision over its employees and subcontractors to assure a high standard of services to customers of Operator.
5. **Insurance requirements.** Each FBO shall maintain the types and amounts of insurance required by the Authority as recommended by the Authorities “Risk Manager”. The basic insurance requirements are listed in **Appendix 1**.
  6. **Required FBO Services.** Each FBO shall be required to provide, at a minimum, the following services at the Airport:
    - a. **Aircraft Fuel.**
      - i. Each FBO must provide the sale and into-plane delivery of common and recognized brands of Aircraft Fuels, lubricants and other aviation petroleum products and pay the Authority a fuel flowage fee for all gallons of fuel dispensed as adopted by Ordinance. Each FBO shall provide, store, and dispense 100LL/Avgas and Jet-A Aircraft Fuel. All Equipment used for the storage or dispensing of Aircraft Fuel must meet all applicable Federal, State, local laws, rules and regulations. The location of the Aircraft Fuel Storage Area shall be in conformance with the Airport’s Master Plan and approved by the Authority. The FBO will also be allowed to store fuel provided by Airlines.
      - ii. Each FBO shall construct, manage, and provide a stationary Aircraft Fuel Storage Area encompassing a minimum of two thousand (2,000) square feet, with safety features and filtration systems to ensure Aircraft Fuel quality. Each FBO shall ensure that all Aircraft Fuel is delivered clean, bright, pure and free of microscopic organisms, water, or other contaminants. Ensuring the quality of the Aircraft Fuel is the sole responsibility of the FBO. Each FBO will assume all environmental liability associated with the construction and management of any such facility.

- iii. The 100LL AvGas and Jet-A above ground Aircraft Fuel Storage Area tanks shall each be a minimum of ten thousand (10,000) gallon capacity, and the FBO shall also provide adequate mobile or stationary dispensing Equipment and one (1) or more personnel on duty fourteen (14) hours per day, five (5) days a week, and twelve (12) hours per day, two (2) days of the week, to serve the Airport's Aircraft Fuel demand. Hours of operation may be adjusted seasonally and by prior request to the Director for approval by the Authority. Filter-equipped Aircraft Fuel dispensers with separate dispensing pumps and meter systems for each grade of Aircraft Fuel shall be provided at FBO's sole expense. All metering devices must be inspected, checked and certified annually by appropriate local and State agencies. Aircraft Fuel storage facility tanks shall meet all applicable Federal, State and local laws, and the Rules and Regulations. All tenants will be required to remove and remediate any and all existing abandoned or unused underground storage tanks as a condition of entering into a new Agreement with the Authority. Failure to contractually commit to such action will automatically render any proposal non-compliant and disqualify the proposal from further consideration.
- iv. The installation of new or the replacement of existing tanks shall consist of an above ground system with proper containment meeting existing and future applicable Federal, State, and local laws, rules, and regulations.
- v. Each FBO shall, at its own expense, maintain the Aircraft Fuel Storage Area, all Improvements thereon, and all appurtenances thereto, in a presentable condition consistent with good business practices and in accordance with all rules, regulations and requirements at the time of construction and any mandated upgrades at any time during the term of this Agreement, and any options thereof.
- vi. Each FBO shall provide, at its sole expense, two operating and fully functional Aircraft Fueling trucks containing a minimum capacity of twelve hundred (1,200) gallons for Jet-A and seven hundred fifty (750) gallons for 100LL fuel. Each Aircraft Fueling Vehicle shall be equipped with metering devices that meet all applicable Federal, State, local laws, rules and regulations. One Aircraft Fueling vehicle shall dispense Jet-A Aircraft Fuel and will have over the wing and single point servicing capability and one truck shall be capable of dispensing 100LL fuel.
- vii. Each FBO shall operate an Aircraft Fuel Storage Area designed in accordance with all Environmental Protection Agency (EPA) and the State of Minnesota regulations including proper Aircraft Fuel spill prevention features and containment capabilities. In addition, each

FBO shall provide a current copy of their Aircraft Fuel spill prevention, countermeasures, and control plan (SPCCC) to the Department thirty (30) days prior to commencing operations. Additionally, the FBO will provide the Authority Director a copy of the Stormwater Pollution Prevention Plan (SWPPP) and current applicable permits issued by the Minnesota Pollution Control Agency.

- viii. Each FBO shall conduct the lawful, sanitary, and timely handling and disposal of all solid waste, regulated waste, and other materials including, but not limited to, sump Aircraft Fuel, used oil, solvents, and other regulated waste. The piling and storage of crates, boxes, barrels, containers, refuse, and surplus property is not permitted upon the Leased Premises.
- ix. The FBO shall develop and maintain SOP for Aircraft Fuel and ground handling operations and shall ensure compliance with standards set forth in FAA Advisory Circular 00-34, Aircraft Ground Handling and Servicing, as now or hereafter amended. The SOP shall address bonding and fire protection, public protection, control of access to the Aircraft Fuel storage facility, and marking and labeling of Aircraft Fuel storage tanks and Fuel dispensing Equipment, and shall be submitted to the Department prior to the FBO commencing Fueling activities.
- x. Additionally, each FBO shall comply with the Minnesota Fire Prevention Code, FAA Advisory Circular 150/5230-4, Aircraft Fuel Storage, Handling, and Dispensing on Airports, Airport Rules and Regulations, and all other applicable Federal, State and local laws related to Aircraft Fuel handling, dispensing, sale and storage. Each FBO shall obtain all applicable Aircraft Fueling certifications and permits, and receive periodic refresher training as required. The Authority or the FAA may periodically conduct inspections of the FBO activities and facilities to ensure compliance with all applicable laws and regulations, and these Minimum Standards.
- xi. Each FBO shall provide at its sole expense an adequate supply of properly located, type, size and operable fire extinguishers and other safety equipment. All fire extinguisher certifications must be current. Fire extinguishers shall be maintained within all hangars, on apron areas, at aircraft fuel storage area, and on all ground handling and Fueling Vehicles as required by applicable State and local fire codes for the type of operations conducted.

**b. Commercial Self-Service Fueling.**

- i. A FBO may provide Commercial Self-Service Fueling Equipment in addition to the required Aircraft Fuel Equipment set forth in Sections

5.6.a.i-xii, with the prior written consent of the Director. Commercial Self-Service Fueling Equipment must be in compliance with all applicable Federal, State, local laws, rules and regulations and cannot be substituted for the required full-service Aircraft Fueling Equipment set forth in Sections 5.6.a.i-xii.

- ii. Any FBO authorized to provide Commercial Self-Service Fueling services at the Airport shall provide, at a minimum, 100LL aviation gasoline. The products and Equipment must meet all Federal, State, and local laws, rules, regulations, and requirements, including but not limited, to applicable FAA Advisory Circulars.
- iii. The Aircraft Fuel storage areas are the locations on the Airport designated in writing temporarily or permanently by the Director as the only areas in which Aircraft Fuel may be stored.
- iv. The Aircraft Fuel storage and dispensing Equipment shall meet all Federal, State, local laws, rules, regulations and requirements, including, but not limited to, the State of Minnesota Fire Prevention Code and FAA Advisory Circular 150/5230-4, as now or hereafter amended. They will also provide the Director a copy of their Stormwater Pollution Prevention Plans (SWPPP) Minnesota Pollution Control Agency Industrial Stormwater Permits as proof of compliance.
- v. Each FBO providing the Commercial Self-Service Fueling services shall be knowledgeable of and comply with all Federal, State, and local environmental laws, and rules and regulations. Each FBO shall provide the Department with a current Fuel spill prevention, countermeasures, and control plan (SPCCC) that contains methods and procedures to prevent, control, and clean up an Aircraft Fuel spill on Airport property.
- vi. Each FBO authorized to install and maintain a Commercial Self-Service Fueling system shall provide monthly Aircraft Fuel inventory reconciliation reports to the Authority listing the total amounts of Aircraft Fuel delivered to the site, the amount of fuel dispensed by customer, and the ending inventory balance per period. The storage tank for this facility shall be a minimum of 10,000 gallons.

**c. Aircraft Line Services.**

- i. Each FBO shall provide necessary Equipment, supplies, and one (1) trained Personnel for Aircraft Apron assistance, towing, parking, and Tiedowns, within the Leased Premises. The trained Personnel may also serve as the required refuelers as stated in section 5.6.a.iii. Equipment shall be sufficient to facilitate the handling of Aircraft up to

and including small corporate jets as defined by FAA Category Airport Reference Code B II. Equipment shall consist of one (1) tug, one (1) ground power unit, one (1) universal tow bar, and one (1) tow bar with changeable heads for turbine Aircraft.

- ii. Recognizing that Aircraft removal is the responsibility of the Aircraft Owner/Operator, the FBO shall be prepared to lend assistance within fifteen (15) minutes upon request during normal working hours in order to maintain the operational readiness of the Airport. The FBO shall prepare an Aircraft removal plan and have the equipment available that is necessary to remove general aviation Aircraft normally frequenting the Airport within two (2) hours following the incident or accident.
- d. **Passenger, Crew, and Aircraft Ground Services, Support and Amenities.** Each FBO shall provide the following services and concessions inside the FBO terminal building (minimum size shall be one thousand five hundred (1,500) square feet) located within the Leased Premises:
- i. Customer service counter stocked with basic pilots supplies;
  - ii. Public lounge and waiting area;
  - iii. Flight planning work area with Flight Service Station and weather service communication links and personal computers with high speed internet access;
  - iv. No charge high speed internet access for personal laptop computers;
  - v. Telephones;
  - vi. Snack food and beverage machines; and
  - vii. Local ground transportation service/contacts.
  - viii. Access to Minnesota Weather Observations systems (MINWOS), Airport Weather Observations systems (AWOS), Flight service and flight plan filing capabilities.
- e. **Airframe and Power Plant Maintenance.** Each FBO or sub-lessee of FBO or Authority engaging in Airframe and Power Plant Maintenance shall:
- i. Operate the service from a minimum of three thousand and six hundred (3,600) square feet of ventilated hangar and shop space and

have immediate access to customer lounge, public telephones, and restrooms.

- ii. Have an additional five hundred (500) square feet for management, record keeping and reception areas.
  - iii. Employ and have on-site or on-call and available within thirty (30) minutes, a minimum of one (1) Personnel. The Personnel on-duty must be a FAA certified technician who possess an airframe, power plant, or Aircraft inspector rating as specified in 14 CFR Part 65, as now or hereafter amended, or the maintenance facility shall be certified under and satisfy all the requirements as specified in 14 CFR Part 145, as now or hereafter amended.
  - iv. Keep premises open and/or services available a minimum of eight (8) hours daily, five (5) days a week. A technician shall also be available twenty-four (24) hours a day, seven (7) days a week on-call for emergencies, with a response time of not more than one (1) hour. If more than one (1) Airframe and Power Plant Maintenance facility is located on the Airport, this responsibility may be rotated on a mutually agreeable rotating on-call schedule. If so, a written on call program must be outlined and approved in writing by the Director.
  - v. Provide Equipment, supplies and parts required for Aircraft airframe, power plant, inspection, tire, battery, oxygen, and other routine Aircraft maintenance functions appropriate for the type of Aircraft typically serviced.
- f. **Aircraft Storage Hangars.** Each FBO or sub-lessee of FBO engaging in Aircraft storage hangar activities shall:
- i. Lease the necessary amount of land to accommodate the proper quantity and required size of hangars. The minimum land area shall be at the discretion of the Director and shall be dependent upon the number and size of hangars proposed.
  - ii. Each Aircraft hangar must be a minimum of four thousand (4,000) square feet with four hundred (400) square feet of office, and storage area. The total amount of storage hangar spaces shall not be less than eight thousand and four hundred (4,000) square feet.
  - iii. Provide emergency contact name and phone numbers via posted informational signs in each structure in each FBO terminal.
  - iv. Provide a listing and copies of all leases or subleases of all Aircraft stored within the FBO's or sub lessee's hangar facilities to the Director

upon demand.

- v. Ensure that hangar tenants only perform preventive Aircraft maintenance within the hangar on their own Aircraft to the extent permitted in 14 CFR Part 43, as now or hereafter amended. Painting, welding, and any type of Hazardous Material storage shall not be permitted within Aircraft hangars unless authorized specifically by the Director in writing. The piling and storage of crates, boxes, barrels, containers, refuse, and surplus property shall not be permitted.
- vi. Provide a waste oil receptacle within the immediate vicinity of the hangar(s). This receptacle shall be capable of holding a minimum of fifty (50) gallons, have secondary containment protection and be emptied at regular intervals and be in compliance with all regulatory requirements as now or hereafter amended.
- vii. Have sufficient trained personnel on duty during the operational hours.
- viii. Maintain the equipment and trained personnel available to move all aircraft within the design criteria applicable to the airport.
- ix. The FBO will also maintain the equipment and capability to remove disabled aircraft from all Aircraft Operations Areas (AOA's) on the airport. This capability will be available for call out 24/7 within a response time specified within the lease agreement.

7. **Additional FBO Services.** Each FBO will provide Aeronautical Activities at the Airport in addition to the required FBO services with the written consent of the Authority, which may include, but are not necessarily limited to, the services listed below. Any FBO providing optional FBO services, either directly or through a sub-lessee or subcontractor, shall submit to the Authority a copy of the executed sublease or subcontract which must be approved in writing and must comply with the standards set forth in this Section 5.7, in addition to all other applicable Minimum Standards (See 6.1).

- a. **Flight Training.** Each FBO or sub lessee of an FBO engaging in Flight Training Services shall:
  - i. Operate the service from a minimum of four hundred (400) square feet of classroom and office spaces within the FBO's Leased Premises and have immediate access to customer lounge, public telephones, and restrooms. Square footage may be combined with other similar functions.
  - ii. Employ, contract for, or make available at least one (1) FAA certified

flight instructor as necessary to meet the Flight Training demand and schedule requirements.

- iii. Own, subcontract for, or lease two (2) or more airworthy Aircraft necessary to meet the Flight Training demand and schedule requirements. Aircraft may be fixed or rotary wing or combination of fixed and rotary.
- iv. Flight Training operations shall be conducted in accordance with current FAA regulations and should include adequate mock-ups, pictures, slides, filmstrips, movies, videotapes, or other training aides necessary to provide proper and effective ground school instruction.

b. **Aircraft Charter or Taxi and Aircraft Management Operations.** Each FBO or sub lessee of FBO engaging in Air Charter or Taxi or Aircraft Management Operations shall:

- i. Operate the service from not less than four hundred (400) square feet of office space within the FBO's Leased Premises and have immediate access to customer lounge, public telephones, and restrooms. Square footage may be combined with other similar functions.
- ii. Employ, contract for, or make available at least one (1) Person who holds a current FAA commercial pilot certificates and current Class I or II medical certificates. In addition, all flight personnel shall be properly rated for the Aircraft operated and conditions for which the operations are to occur in.
- iii. Have dispatch capability within four (4) hours of a customer request.
- iv. Own, subcontract for, lease, or manage at least two (2) certified and continuously airworthy aircraft, one of which is an instrument qualified Aircraft certified for instrument flight.
- v. Be open for business with services available five (5) days per week, eight (8) hours per day. Employ and subcontract with sufficient Personnel with experience and ability to provide charter quotes, schedule and dispatch support and customer service.
- vi. Have and display in the public office, a current 14 CFR Part 135 Air Taxi Certificate or provisional FAR Part 135 Certificate, in addition, the operator will have available upon request, the Aircraft identification page from the operating specifications manual of each Aircraft listed on the certificate.
- vii. Have and display in the public office a current copy of 14 CFR Part 133



for rotorcraft operations detailing the external-loading requirements.

- viii. Aircraft Management activities must be operated in accordance with the provision as specified in 14 CFR Part 91 as now or hereafter amended.
- c. **Aircraft Rental.** Each FBO, subcontractor, or sub-lessee of FBO engaging in Aircraft Rental services shall:
- i. Operate the service in a minimum of four hundred (400) square feet of office space within the FBO's Leased Premises and have immediate access to customer lounge, public telephones, and restrooms. Square footage may be combined with other similar functions.
  - ii. Employ, subcontract with, and have on call at least one (1) Person having a current pilot certificate with appropriate ratings necessary to ensure legal and safe rental of aircraft.
  - iii. Keep the premises open and services available a minimum of eight (8) hours per day, five (5) days a week.
  - iv. Have available for rental or use in Flight Training, either owned, subcontracted, or leased and under preferential control of Commercial Operator, a minimum of two (2) certified and airworthy Aircraft.
- d. **Avionics Sales and Maintenance.** Each FBO or sub-lessee of FBO engaging in Avionics Sales and Maintenance shall:
- i. Operate the service in a minimum of four hundred (400) square feet of space for operations, bench testing and administration within the FBO's Leased Premises have immediate access to customer lounge, public telephones, and restrooms. Square footage may be combined with other similar functions
  - ii. Have an additional one thousand six hundred (1,600) square feet of hangar space to work on Aircraft. Square footage may be combined with other similar functions.
  - iii. Employ or subcontract with and have on duty or on call at least one (1) trained and FAA certified technician (airframe rated).
  - iv. Keep premises open and services available a minimum of eight (8) hours a day, five (5) days a week.
  - v. Have the appropriate FAA repair station certificates for the types of

Equipment serviced or installed.

## **SECTION 6. MINIMUM STANDARDS FOR SPECIALIZED AVIATION SERVICE OPERATORS**

### **1. General Requirements.**

- a. Compliance. In addition to the general requirements set forth in Sections 1 and 3, SASO's leasing Airport property directly from the Authority shall be required to comply with applicable Minimum Standards as set forth in this Section 6. A SASO leasing Airport property as a sub-lessee of an FBO shall be required to comply with all the Minimum Standards as set forth in Section 5 above, in addition to the general requirements set forth in Sections 1 and 3. SASO's shall not be permitted to provide commercial Aircraft Fueling services.
- b. Responsible Personnel. Each SASO shall provide the Authority with a point-of-contact including phone numbers for personnel empowered to make decisions for emergency situations.
- c. Insurance Requirements. Each SASO shall maintain the types and amounts of insurance required by the Authority's Risk Manager. These requirements are listed in Appendix 1.

### **2. Flight Training.** SASO's engaging in Flight Training services shall:

- a. Lease not less than ten thousand (10,000) square feet of land for offices, Hangar, Apron, Aircraft parking, auto parking. Square footage may be combined with other similar functions.
- b. Operate the service from a minimum of four hundred (400) square feet of classroom and office space on the Airport and have immediate at a minimum; customer lounge, public telephones, and restrooms. Square footage may be combined with other similar functions.
- c. Employ, subcontract with, and make available sufficient Personnel that are FAA certified flight instructor(s) necessary to meet the Flight Training demand and schedule requirements.
- d. Own, subcontract with, or lease two (2) or more airworthy Aircraft necessary to meet the Flight Training demand and schedule requirements. Aircraft may be fixed or rotary wing.
- e. Include adequate mock-ups, pictures, slides, filmstrips, movies, videotapes, or other training aides necessary to provide proper and effective ground school instruction. All materials shall meet FAA requirements for the training

offered.

- f. Lease or Sublease paved area to comply with the Authority parking requirements.
- g. Keep premises open and services available a minimum of eight (8) hours a day, five (5) days a week.

**3. Airframe and Power Plant Maintenance.** SASO's engaging in Aircraft Airframe and Power Plant Maintenance shall:

- a. Lease not less than thirteen thousand (13,000) square feet of land for offices, Hangar, Apron, Aircraft parking, auto parking. Square footage may be combined with other similar functions.
- b. Operate the service from a minimum of three thousand and six hundred (3,600) square feet of ventilated hangar and shop space and four hundred (400) square feet of office space on the Airport and provide a customer lounge, public telephones, and restrooms. Square footage may be combined with other similar functions.
- c. Employ, subcontract with and have on-duty or on-call a minimum of one (1) Person. The Person on-duty must be a FAA certified technicians who possesses an airframe, power plant, or Aircraft inspector rating as required in 14 CFR Part 65, as now or hereafter amended, or the maintenance facility must be certified under 14 CFR Part 145, as now or hereafter amended.
- d. Keep premises open and services available a minimum of eight (8) hours per day, five (5) per week. A technician shall also be available on-call twenty-four (24) hours, seven (7) days for emergency purposes only. If more than one (1) maintenance facility is located on the Airport the on-call responsibility may be rotated on a mutually agreeable schedule which shall be approved in writing by the Director.
- e. Provide Equipment, supplies and parts required for routine Aircraft airframe, power plant, inspection, tire, battery, oxygen, and other routine Aircraft maintenance functions.

**4. Air Charter or Taxi or Aircraft Management Operations.** SASO's engaging in Air Charter or Air Taxi or Aircraft Management Operations shall:

- a. Lease not less than ten thousand (10,000) square feet of land for offices, Hangar, Apron, Aircraft parking, auto parking, and square footage may be combined with other similar functions. Operate the service from a minimum of four hundred (400) square feet of office space on the Airport and provide a customer lounge, public telephones, and restrooms. Square footage may be

combined with other similar functions.

- b. Employ, contract for, or make available at least one (1) Person who holds a current FAA commercial pilot certificates and current Class I or II medical certificates. In addition, all flight personnel shall be properly rated for the Aircraft operated and conditions for which the operations are to occur in.
- c. The SASO shall have dispatch capability within four (4) hours of a customer request. Employ or subcontract with sufficient Personnel with experience and ability to provide charter quotes, schedule and dispatch support and customer service.
- d. Own, subcontract, lease, or manage at least two (2) certified and continuously airworthy aircraft, one of which is instrument qualified and certified for instrument conditions.
- e. Have and display in the public office, a current 14 CFR Part 135 Certificate or provisional 14 CFR Part 135 Certificate and will make available upon request the Aircraft identification page from the operating specifications manual of each Aircraft listed on the certificate.
- f. Have and display in the public office, if applicable, a current copy of 14 CFR Part 133 for rotorcraft operations detailing the external-loading requirements.
- g. Aircraft Management activities must be operated in accordance with the provision as specified in 14 CFR Part 91 as now or hereafter amended.

**5. Aircraft Rental.** SASO's engaging in Aircraft Rental services shall:

- a. Lease not less than ten thousand (10,000) square feet of land for offices, Hangar, Apron, Aircraft parking, auto parking. Square footage may be combined with other similar functions.
- b. Operate the service in a minimum of four hundred (400) square feet of office space on the Airport and provide a customer lounge, public telephones, and restrooms. Square footage may be combined with other similar functions.
- c. Employ/have under subcontract and have on duty or on call at least one (1) Person having a current commercial pilot certificate with appropriate ratings necessary to ensure legal and safe rental of aircraft.
- d. Keep premises open and services available a minimum of eight (8) hours per day, five (5) days a week.
- e. Have available for rental, a minimum of two (2) owned or leased, certified,

and airworthy Aircraft.

**6. Avionics Sales and Maintenance.** SASO's providing Avionics Sales and Maintenance shall:

- a. Lease not less than ten thousand (10,000) square feet of land for offices, Hangar, Apron, Aircraft parking, auto parking. Square footage may be combined with other similar functions.
- b. Operate the service with a minimum three thousand and six hundred (3,600) square feet of hangar and shop space, and no less than four hundred (400) square feet of office space on the Airport and provide a customer lounge, public telephone and restrooms. Square footage may be combined with other similar functions.
- c. Employ or subcontract with and have on duty or on call at least one (1) trained and FAA certified airframe technician and sufficient administrative or customer service Personnel.
- d. Provide for the sale of new or used Aircraft avionics, radios, instruments, and accessories.
- e. Keep premises open and services available a minimum of eight (8) hours per day, five (5) days a week.
- f. Hold the appropriate FAA repair station certificates for the types of Equipment the SASO plans to service or install.

**7. Aircraft Storage Hangars.** SASO's engaging in the business of renting and leasing hangars storage space to Aircraft Owners or Operators solely for Aircraft storage purposes shall:

- a. Lease not less than ten thousand (10,000) square feet of land for offices, Hangar, Apron, Aircraft parking, auto parking. Square footage may be combined with other similar functions.
- b. Operate the business in a hangar of no less the three thousand and six hundred (3,600) square feet of hangar and not less than four hundred (400) square feet of office space within Aircraft storage space on the Airport and provide a customer lounge, public telephones, and restrooms. Square footage may be combined with other similar functions.
- c. Provide a list of the Based Aircraft stored within the SASO hangar facilities and copies of the subleasing Agreements to the Airport semi-annually.
- d. Keep premises open and services available a minimum of eight (8) hours per

day, five (5) days per week.

- e. Ensure that hangar tenants only perform preventive Aircraft maintenance within the hangar on their own Aircraft to the extent permitted in 14 CFR Part 43, as now or hereafter amended. Painting, welding, and any type of Hazardous Material storage and usage shall not be permitted within Aircraft hangars unless prior authorization is granted in writing by the Director. The piling and storage of crates, boxes, barrels, containers, refuse, and surplus property shall not be permitted.
- f. Provide a waste oil receptacle within the immediate vicinity of the hangar(s). This receptacle shall be capable of holding a minimum of fifty (50) gallons, have secondary containment protection, and be emptied at regular intervals, and be in compliance with all regulatory requirements, as now or hereafter amended.
- g. All Aircraft handling personnel shall be trained in the safe and proper handling, of Aircraft towing and movement. Acceptable training shall be of ATA Safety 1<sup>st</sup> or an equivalent training program. SASO shall have sufficient trained Personnel on duty at all times to meet customer needs.
- h. Hangar Cooperatives will not provide fuel services to the members of the cooperative or to the public.

**8. Aircraft Sales.** SASO's engaging in new or used Aircraft Sales shall:

- a. Lease not less than ten thousand (10,000) square feet of land for offices, Apron, Aircraft parking, auto parking. Square footage may be combined with other similar functions.
- b. Operate the service in a minimum of three hundred and twenty (320) square feet of office space on the Airport and provide a customer lounge, public telephones, and restrooms. Square footage may be combined with other similar functions.
- c. SASO must lease or sublease paved space to comply with the Vehicle parking requirements of the Authority, as now or hereafter amended, or other applicable laws.
- d. Employ or subcontract with and have on duty or on call at least one (1) qualified Aircraft salesperson and access to a demonstration pilot that has a current commercial pilot certificate with appropriate Aircraft type ratings.
- e. Keep premises open and services available a minimum of eight (8) hours per day, five (5) days per week.

9. **Aircraft Restoration and Refurbishing.** SASO's engaging in Aircraft restoration and refurbishing of Aircraft structures, propellers, accessories, interiors, exteriors, and components shall:

- a. Lease not less than twenty thousand (20,000) square feet of land for hangar, apron, offices, ramp, Aircraft parking, auto parking. Square footage may be combined with other similar functions.
- b. Operate the service in a minimum of four hundred (400) square feet of office space and provide a customer lounge, public telephones, and restrooms and ten thousand (10,000) feet of ventilated hangar space on the Airport. Square footage may be combined with other similar functions.
- c. Employ or subcontract with and have on duty or on call at least one (1) qualified Person that has current required certificate, licenses, and ratings.
- d. Keep premises open and services available a minimum of eight (8) hours per day, five (5) days per week.

10. **Specialized Flying Services.** SASO's engaging in Specialized Flying Services shall:

- a. Lease not less than six thousand and seven hundred and fifty (6,750) square feet of land for offices, Hangar, Apron, Aircraft parking, auto parking. Square footage may be combined with other similar functions.
- b. Operate the service from a minimum of four hundred (400) square feet of office space on the Airport and provide a customer lounge, public telephones, and restrooms. Square footage may be combined with other similar functions.
- c. Employ or subcontract with and have available sufficient Personnel who hold current FAA commercial pilot certificates and medical certificates with ratings appropriate for the Operator's Aircraft.
- d. Have services available within four (4) hours of request, and keep the premises open eight (8) hours per day, five (5) days per week.
- e. Own, sublease, or lease at least one (1) airworthy Aircraft.

11. **Light Sport Aircraft Service Provider.** SASO's engaging in Light-Sport Aircraft Services shall:

- a. Lease not less than six thousand and seven hundred and fifty (6,750) square feet of land for offices, apron, Aircraft parking, auto parking. Square footage may be combined with other similar functions.

- b. Operate the service from a minimum of four hundred (400) square feet of office space on the Airport and providing a customer lounge, public telephones, and restrooms and three thousand and six hundred (3,600) square feet of ventilated hangar space. Square footage may be combined with other similar functions.
- c. Employ or have under subcontract sufficient Personnel to meet customer demands. A minimum number of identified Personnel will hold an FAA certificate (A&P, Repairman, Pilot, or Instructor) appropriate to the services provided.
- d. Provide contact information (i.e., telephone, pager, etc.) to the Director and have services available within a set number of days and hours per those approved in the lease or sublease.
- e. Provide Light-Sport Aircraft flight instruction or rental. Must own, subcontract for, or lease at least one (1) airworthy Aircraft appropriate for the level of service provided.
- f. Provide retail Aircraft Fueling facilities at the Airport. As a minimum, provide at least one fully functioning fuel pump containing unleaded auto fuel (ASTM D4814) or avgas (ASTM 6227) Light-Sport approved fuels. The fuel may be obtained from off-Airport fuel vendors who meet appropriate unleaded ASTM specifications. Other avgas and turbine fuels will be provided only by the airfields full-service FBO's. Will comply with paragraph 5.6.a.vi-xi of this minimum standards document. Any and all fuel equipment and or installations will be approved by the Director or his/her designee.
- g. Provide Light-Sport Aircraft maintenance.
- h. Provide Light-Sport Aircraft sales.
- i. Provide Light-Sport Aircraft construction.
- j. Provide Light-Sport Aircraft avionics sales and service.
- k. Provide Light-Sport Aircraft storage hangers.
- l. Provide basic pilot supplies, a flight planning area with weather service and communications links, a snack food and beverage machine area and contacts for local ground transportation and restaurants.
- m. Provide a customer lounge, public telephones, and restrooms.



## **SECTION 7. FLYING CLUBS**

The Authority has the right to require a Flying Club to furnish documents such as insurance policies, Club by-laws, meeting minutes and notifications, and a current list of members to ensure that the Club remains a non-commercial and non-profit organization. Each Flying Club shall be required to provide the Authority with indemnification and insurance at the limits and types determined by the Authority's Risk Management Division.

1. Flying Club members Aircraft shall not be used by non-members.
2. No member shall use Flying Club Aircraft in exchange for compensation.
3. The Flying Club shall file and keep current with the Authority a complete membership roster.

## **SECTION 8. AIRPORT SECURITY**

Airport Security Program as written and amended addresses Department of Homeland Security requirements for Airport security. Airport security at the Bemidji Regional Airport is dependent upon the cooperation of all users of the Airport. For the purposes of the Minimum Standards for the Bemidji Regional Airport, compliance with the Airport Security Program is required. Requirements include but are not limited to:

1. FBO and SASO tenants shall provide a list of contact people and phone numbers to the Airport administration office for emergency purposes.
2. A list of subcontractors/subtenants and contact numbers shall be provided to the Airport administration office.
3. All tenants/subtenants shall ensure that unattended buildings, gates and other access points are locked. Outdoor lighting in Lessee's control must be in good operating condition.
4. All tenants/users/subtenants should be alert to and report any unusual or strange Activity in the vicinity of the Aircraft operating area to the Airport.
5. Should the airport be reclassified as a Category III airport all current Personnel who require unescorted access to the secure areas on the airfield shall obtain and properly display an Airport issued identification badge. The cost of each badge will be paid for by the Operator or the person applying for the identification badge.
6. The Authority reserves the right to install security devices in or on the Premises as it deems necessary at the Authority's cost. Tenant shall comply with all Authority requests. The Authority will maintain security equipment that it has installed on the Operator's Premises which is associated with 49 CFR 1540 or which the Authority may elect to install at some future date.

7. All tenants/users/subtenants will comply with the Airport Security Program and the Department of Homeland Security requirements as now and hereinafter amended.

### **SECTION 9. VEHICLE OPERATIONS IN THE AOA**

The following requirements must be met to operate a motor vehicle in the AOA:

1. The operator of the vehicle must attend and pass the AOA class offered by the Bemidji Regional Airport and accomplish annual recurring training.
2. The Airport at its discretion may work with the operator to establish a “train the trainer” program to meet the annual recurring training requirement
3. The vehicle must be equipped with an amber rotating beacon or a three (3) foot by three (3) foot orange and white checkered flag. Smaller service vehicles such as tugs, power carts, or riding mowers do not require beacons or flags unless operating at night on or adjacent to active aircraft operations areas, in which case a beacon is required.
4. If the vehicle is to operate in a movement or safety area the vehicle must be equipped with a two way radio or the vehicle operator must have a functioning hand held with aircraft frequencies for communication with the operating aircraft in the vicinity or on the Airport. .
5. The operator must meet the insurance requirements set forth by the Authority Risk Manager, as may be amended. These requirements are listed in Appendix

### **SECTION 10. ENVIRONMENTAL COMPLIANCE**

1. **Compliance.** In its operations at the Airport, Operator shall strictly comply with all applicable Environmental Laws, the Airport Environmental Policies and Procedures (including without limitation, the Storm Water Pollution Prevention Plan (SWPPP) and Spill Response Plan), and generally accepted industry environmental practices and standards. Without limiting the generality of the foregoing provision, Operator shall not use or store Hazardous Materials on or at the Airport except as reasonably necessary in the ordinary course of the Operator’s permitted activities at the Airport, and then only if such Hazardous Materials are properly labeled and contained, and notice of and a copy of the Material Safety Data Sheet (MSDS) is available to the director upon request for each such Hazardous Material. Prior to commencing operations at the Airport, Operator will complete an Airport baseline environmental questionnaire. Operator shall not discharge, release, or dispose of any Hazardous Materials on the Airport or surrounding air, lands, or waters. Operator shall promptly notify the Authority of any Hazardous Materials spills, releases, or other discharges by Operator at the Airport and promptly abate,

remediate, remove the same. Operator shall provide the Authority with copies of all reports, complaints, claims, citations, demands, inquiries, or notices relating to the environmental condition of the Airport, or any alleged material noncompliance with Environmental Laws by Operator at the Airport within ten (10) days after such documents are generated by or received by Operator. If Operator uses, handles, treats, or stores Hazardous Materials at the Airport, Operator shall have a contract in place with an EPA or MPCA approved waste transport or disposal company, and shall identify and retain spill response contractors to assist with spill response and facilitate waste characterization, transport, and disposal. Complete records of all disposal manifests, receipts, and other documentation shall be retained by the Operator and made available to the Authority for review upon request. Authority shall have the right at any time to enter the Premises to inspect, take samples for testing, and otherwise investigate the Premises for the presence of Hazardous Materials.

2. **Responsibility.** Operator's Hazardous Materials shall be the responsibility of Operator. Operator shall be liable for and responsible to pay all Environmental Claims that arise out of or are caused in whole or in part for Operator's use, handling, treatment, storages, disposal, discharge, or transportation of Hazardous Materials on or at the Airport, the violation of any Environmental Law by Operator, or the failure of Operator to comply with the terms, conditions, and covenants of this article. If the Authority incurs any costs or expenses (including attorney, consultant, and expert witness fees) arising from Operator's use, handling, treatment, storage, discharge, disposal, or transportation of Hazardous Materials on the Airport, Operator shall promptly reimburse the Authority for such costs upon demand. All reporting requirements under Environmental Laws with respect to spills, releases, or discharges of Hazardous materials by Operator at the Airport under any law are the responsibility of Operator

## **SECTION 11. CONSTRUCTION REQUIREMENTS**

All structures or improvements, Taxiways, or Aprons constructed or modified on the airport must:

1. Comply with the Airport Master Plan and Airport Layout Plan, as amended.
2. Comply with FAA Advisory Circulars and Rules and Regulations, National Fire Protection Code, City and State Fire Code, and City Building Code, as amended.
3. Plans must be reviewed by the Airport Staff before construction or modifications can begin.
4. Approval for all construction or modifications must be received in writing from the Director in advance of the award of any construction contract or change order.

5. Meet all requirements of these Minimum Standards as applicable.
6. All construction and modification work must be conducted in accordance with all applicable local, state and federal rules and regulations.

## **APPENDIX 1. MINIMUM INSURANCE REQUIREMENTS**

The following requirements pertain to Fixed Base Operators and Special Aviation Service Provider. Specific Insurance Requirements are applicable to FBO's and SASO's.

1. **General Requirements.** Operator shall not commence operations or construction until Operator has obtained in writing the types and amounts of required insurance as indicated below and until such insurance has been reviewed by the Authority and a Certificate of Insurance is received indicating required coverage with the Authority named as additional insured. If the coverage period ends prior to the term of Operator's Lease or Permit, Operator must, prior to the end of the coverage period, forward a new Certificate of Insurance to Authority as verification of continuing coverage for the duration of the term of the Lease or Permit. Operator must submit certificates of insurance for all subcontractors to the Authority prior to commencing work. The following conditions apply:
  - a. Approval of insurance by Authority and the required minimums shall not relieve or decrease the liability or responsibility of the Operator hereunder and shall not be construed to be a limitation of liability on the part of the Operator.
  - b. Operator's and all subcontractor's insurance coverage shall be written by companies licensed to do business in the State of Minnesota at the time the policy is issued and shall be written by companies with an A.M. Best rating of A- or better. Hazardous materials insurance, if required, shall be written by companies with an A.M. Best rating of A- or better. Contractor must obtain workers' compensation coverage through a licensed insurance company in accordance with Minnesota laws. The contract for coverage must be written on a policy and with endorsements approved by the Minnesota Department of Insurance. The coverage provided must be in amounts sufficient to assure that all workers' compensation obligations incurred by the contractor will be promptly met.
  - c. The operator must obtain and maintain in force insurance at all times during the term of the lease agreement.
  - d. Endorsements naming the Authority as additional insured, waivers of subrogation, and notices cancellation, endorsements, affecting the Authority as well as Certificates of Insurance shall indicate:

Bemidji Regional Airport Authority  
3824 Moberg Dr. NW  
Suite 101  
Bemidji, MN

A copy of the insurance certificate shall be provided to the Director for the Authority's Risk Manager.

- e. The "other" insurance clause shall not apply to the Authority where the Authority is an additional insured shown on any policy. It is intended that Policies required in these Minimum Standards covering the Authority and Operator, shall be considered primary coverage as applicable.
  - f. If insurance policies are not written for the amounts specified below the Operator shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the Primary Coverage.
  - g. The Authority shall be entitled, upon request to the Operator and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests to the Operator for the deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
  - h. The Authority reserves the right to review insurance requirements set forth during the term of a Lease and to request the Operator make reasonable adjustments to required types of insurance coverage, limits, and exclusions when deemed necessary and prudent by the Authority based upon changes in statutory law, court decisions, the claims history of the industry or financial considerations of the insurance company as well as the Operator.
  - i. The Operator shall not cause any insurance to be cancelled nor permit any insurance to lapse during the Term of a Lease or as required in the Lease.
  - j. The Operator shall provide all deductibles and self-insured retentions, if any, stated in the policies. All deductibles and self-insured retentions shall be disclosed on the Certificates of Insurance.
  - k. Liability insurance provided by an Operator pursuant to the Minimum Standards shall cover and protect the Authority, its officials, officers, agents, Personnel, contractors, successors, and assigns, as their interests may appear.
  - l. The operator is responsible for insuring their own interest.
2. **Specific Insurance Requirements.** The Operator shall obtain, and maintain throughout the term of its Lease or Permit, the following insurance coverages, and furnish certificates of insurance and policy endorsements as evidence thereof:

- a. Workers' Compensation and Employers Liability coverage with limits consistent with statutory benefits as required by Minnesota Statute and Workers Compensation Law. The minimum policy limits for employers liability of \$100,000 bodily injury each accident, \$500,000 bodily injury policy limit and \$100,000 bodily injury by disease. The following endorsements shall be added to the policy:
  - i. A thirty (30) day written Notice of Cancellation/Material Change in favor of the Authority.
- b. Property insurance coverage on an "All Risk of Physical Loss" form for all improvements leased from the Authority, or constructed by or for Operator on the Airport. Coverage shall include, but not be limited to, fire, wind, hail, theft, vandalism, and malicious mischief. The coverage shall be written on a full replacement cost basis. The proceeds from such insurance shall be used to restore the improvements to their original condition in the event of a covered loss. Operator is responsible for insuring their own interest. Should the operator fail to maintain the required insurance the Authority may, at its discretion, maintain continuously insurance against fire, windstorm and other hazards covered by so-called "all risk" insurance upon all Authority-owned structures on Leased Premises; provided that the Authority will bill the cost of such insurance to the Operator, and any cost so billed must be paid by the Operator to the Authority within thirty (30) days of the date of the bill.
- c. Liability insurance in the specific types and amounts specified below for FBOs and SASOs, as applicable for the proposed Commercial Aeronautical Service. Where more than one Commercial Aeronautical Service is being provided, the minimum limits shall meet or exceed the minimum limits of the more demanding Commercial Aeronautical Service.
  - i. All Commercial General Liability Insurance policies shall contain:
    - 1. Thirty (30) day written notice of Cancellation in favor of the Authority.
    - 2. The Authority listed as additional insured.
    - 3. Independent Contractors coverage.
    - 4. Blanket contractual liability coverage for liability assumed under the Lease or Permit.
- d. Fuel Storage Tank Liability to include remediation and spill/leakage clean-up with minimum limits of \$1,000,000 per claim / \$1,000,000 aggregate limit issued on a claims made policy with retro dates of twenty four (24) months.

3. **Motor Vehicle Requirements.** For vehicles operated in the AOA the following conditions apply:

- a. Airport General Liability policy covering for all owned, non-owned, and hired vehicles with a minimum combined single limit of \$5,000,000 for bodily injury and property damage.
- b. The Authority named as additional insured and there is a Thirty (30) day written Notice of Cancellation in the favor of the Authority is required.