

Airport Authority Meeting
Thursday, January 13, 2022 8:15 AM
Crete City Hall
243 E 13th Street
Crete, NE 68333

1. Open Meeting

- In accordance with Nebraska law, a copy of the Open Meetings Act can be found in the back of the Council Chambers.
- Items listed on the agenda may be considered in any order.

2. Roll Call

- Attendance of members will be recorded to determine the presence of a quorum for official actions.

3. Petitions - Communications - Citizen Concerns

- Citizen testimony may be limited to 3 minutes per person.
- Please do not repeat testimony that has already be heard.
- No action can be taken on matters presented under this title except to answer any questions or to refer the matter for further action.

4. Items of Business

- Action may be taken to discuss/limit discussion, to hear testimony in favor of or in opposition to, and to approve or disapprove any matter presented under this title.

4.A. Review and discuss Capital Improvements Plans.

4.B. Review Minimum Standards for 3rd party operations templates and submit to City Attorney for review.

4.C. Annual review of lease rates and compliance.

5. Officers' Reports

- Reports may be given by Officers, City Departments, Committees, or Authority members concerning the current operations of the Airport.
- No action can be taken on matters presented under this title except to answer any questions or to refer the matter for further action.

5.A. Airport Manager Report

5.B. Authority Chair and Member Reports

6. Consent Agenda

- All items listed on the consent agenda will be approved by one motion and vote. No separate discussion of these items will occur unless the Chair, an Authority member, or a citizen so requests. If such a request is made, the item will be moved out of the consent agenda and considered separately.

6.A. Approve Meeting Minutes

6.B. Accept the City Treasurer's Report

6.C. Approve the Payment of Claims Against the Airport Authority

7. Adjournment

Disclaimers & Notices

- The Council may enter into closed session to discuss any matter on this agenda when it is determined that a closed session is clearly necessary for the protection of the public interest or the prevention of needless injury to the reputation of an individual (if such individual has not requested a public meeting) or as otherwise allowed by law. Any closed session shall be limited to the subject matter for which the closed session was called. If the motion to close passes, then immediately prior to the closed session the Mayor shall restate on the record the limitation of the subject matter of the closed session.
- The City of Crete assures that no person shall on the grounds of race, color, national origin, age, disability, handicap or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of the City receiving Federal financial assistance. To report discrimination, contact the City Clerk's office.
- The complete agenda with attachments is available at www.crete.ne.gov.

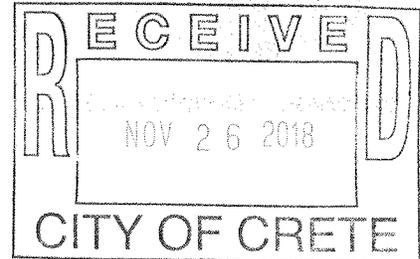
NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

November 20, 2018

Re: FY 2020-2022 Federal AIP Grants
NDOT Capital Improvement Program



Dear Airport Sponsor:

Your airport is eligible for funding under the federal Airport Improvement Program. The FAA deadline for submitting 2020 grant requests is February 15, 2019. Therefore, at this time, NDOT is updating the statewide Capital Improvement Plan and needs your input. Please review the enclosed documents listed below and complete any action required.

Capital Improvement Plan

Enclosed is the latest *Capital Improvement Plan* for your airport. **Review improvement needs (or wants) at your airport and ensure that they are on the plan.** Any changes to the plan should be noted. Please review, edit, and return the forms.

Although federal and state funds are shown for certain items, these are based on estimates – actual funds are uncertain. See the attachment for requirements that must be met before your airport will be considered for federal AIP funds.

Your airport receives federal entitlement to fund eligible projects. The enclosed list titled *Potential Federal Funds Available* provides anticipated available entitlement funds. Note that the 2016 entitlement expires in the current fiscal year. If you have any remaining 2016 entitlement, we encourage you to either use the funds at your airport before they expire or transfer them to another Nebraska airport.

Airport Officials

Please update, sign, and date the enclosed form and return to this office.

Kyle Schneweis, P.E., Director

Department of Transportation

1500 Highway 2
PO Box 94759
Lincoln, NE 68509-4759

OFFICE 402-471-4567
FAX 402-479-4325
NDOT.ContactUs@nebraska.gov

dot.nebraska.gov

Aeronautics Division
3431 Aviation Road, Ste. 150
PO Box 82088
Lincoln, NE 68501
OFFICE 402-471-2371
FAX 402-471-2906

Navigational Aids Office
Kearney Municipal Airport
5065 Airport Road
Kearney, NE 68847
OFFICE 308-865-5696
FAX 308-865-5697

ACIP Data Sheets

To be considered for 2020 funding, you need to have an ACIP data sheet on file for each major work item. **If your airport needs to submit a data sheet for a planned project, it is noted on the Capital Improvement Plan.** Data sheets can be prepared by you, your consultant, or NDA. A sample CIP data sheet and instructions are enclosed.

We should receive all new CIP data sheets no later than January 25, 2019 in order to present the requests to the Nebraska Aeronautics Commission and subsequently to the FAA before the February deadline. Nebraska law requires that your requests for funding (data sheets) be approved by the Commission prior to submittal to the FAA.

Approved data sheets do not need to be resubmitted.

Action Items

Please review the enclosed information and return the following items to me by January 25, 2019:

- Capital Improvement Plan – mark changes
- Airport Officials List – mark changes or write in “OK” and sign
- ACIP Data Sheets, **if needed** – new and/or revised

If you would like to discuss future airport projects and development, please call me at (402) 471-2371.

Sincerely,



Anna Lannin, P.E.
Planning & Programming
Division of Aeronautics
Nebraska DOT

Enclosure

REQUIREMENTS THAT MUST BE MET BEFORE YOUR AIRPORT WILL BE CONSIDERED FOR AIRPORT IMPROVEMENT PROGRAM (AIP) FUNDING

1. The proposed work must be shown on a current Airport Layout Plan (ALP) that has been approved by the FAA.
2. The project must be reasonable, justified, necessary, and eligible for federal participation.
3. Each major work item must be on a separate, signed and dated ACIP data sheet and include adequate justification and detailed cost estimate.
4. FAA must have made an environmental determination on the proposed project.
5. Land - In order to be considered for funding for land reimbursement, the land must be acquired or a purchase agreement must be negotiated.
6. The sponsor must have available the necessary matching share (10 percent). The FAA considers the first two years of the CIP as work the sponsor is committed to accomplishing should funding become available. To assure that the limited AIP funds are used during the fiscal year obligated, the FAA has adopted the policy that grants must be based upon bids and the grant application based on bid must be submitted by May 1 of the year programmed.
7. You must agree to abide by the grant assurances required for airport funding. The electronic format of the grant assurances is available at:
http://www.faa.gov/airports/aip/grant_assurances/media/airport_sponsor_assurances.pdf
8. For airports with an AIP project approved after January 1, 1995, for pavement replacement or new pavement, the sponsor is required to implement a pavement maintenance program to ensure the pavement is properly maintained at the airport. Failure to have such a plan could impact future consideration for AIP funds. The plans are typically completed by NDA (Dave Lehnert, dave.lehnert@nebraska.gov). Questions for the FAA can be directed to:

Dan Wilson, P.E.
FAA Airports Division, ACE-621F
901 Locust, Room 364
Kansas City, MO 64106-2325

9. Before eligibility for funding revenue-producing facilities (i.e. fueling facilities and hangars) can be approved, a sponsor must submit, to the FAA, justification for the project and a statement that airside development needs are met or a financial plan that shows how airside needs over the next 3 years will be met. Note that the Central Region policy states that if the airport sponsor is planning to fund a project in the next three years using state apportionment or discretionary funds, any revenue-producing facilities are ineligible.

Capital Improvement ProgramCRETE MUNI
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Year	Description	Total Cost	Federal	State	Local
Phase I					
2021	Install Jet A and Avgas fuel system	\$738,000	\$600,000	\$0	\$138,000
2023	Replace Hangar Ramps & Drainage Improvements	\$1,100,000	\$990,000	\$0	\$110,000
Phase I Subtotal		\$1,838,000	\$1,590,000	\$0	\$248,000
Phase II					
2024	Rehabilitate access road and parking lot	\$385,000	\$346,500	\$0	\$38,500
2026	ALP update	\$140,000	\$126,000	\$0	\$14,000
2027	Rehab. 17/35 (r1-1,3)	\$650,615	\$585,553	\$0	\$65,062
Phase II Subtotal		\$1,175,615	\$1,058,053	\$0	\$117,562
Phase III					
2029	Pave runway 13/31	\$861,120	\$775,008	\$0	\$86,112
2030	AWOS III (if justified)	\$110,000	\$99,000	\$0	\$11,000
2032	Crack & joint seal w/ select panel replacment	\$250,000	\$225,000	\$0	\$25,000
2036	Rehabilitate/Replace Hangar A	\$850,000	\$600,000	\$0	\$250,000
Phase III Subtotal		\$2,071,120	\$1,699,008	\$0	\$372,112
Total Development Costs		\$5,084,735	\$4,347,061	\$0	\$737,674
Not Funded					
2032	T-hangar taxilanes	\$30,000			
2032	Shop hangar (100'x100')	\$270,000			
2032	9-place t-hangar	\$315,000			
Not Funded Subtotal					

Potential Federal Funds Available Non-Primary Entitlement

Airport: **Crete Municipal Airport**
Crete, Nebraska

Federal Fiscal Year	Entitlement Funds
2016	\$0
2017	\$0
2018	\$150,000
2019	\$150,000

Potential Funds Available in 2019: **\$300,000**

Note:

- All entitlement funds are subject to appropriation by Congress.
- Any remaining FY 2016 funds will expire the end of the fiscal year

Nebraska Department of Aeronautics
Airport Officials List

Printed 11/14/2018

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Airport Sponsor

CRETE ARPT AUTH

Official Contact Person:

Blaine Spanjer, Chairman
PO BOX 86
CRETE, NE 68333-0086

Phone: 402-826-5188
Fax: 402-826-2579
E-mail: blainespanjer@windstream.net

Airport Authority Members:

Daytime Phone:

Attorney	Wendy Elston	402-643-2795
Member	Bob Gunther	507-360-9223
Member	Zoraida Ramos	402-826-4312
Vice Chair	Howard Nitzel	402-432-2368
Recording Secretary	City Clerk	402-826-4313
Secretary	Dan Papik	402-641-8229
Chairman	Blaine Spanjer	402-826-5188

Meeting Date and Time: 2nd Thursday, 8:15 a.m.

Airport's Attorney: Wendy Elston 402-643-2795

Airport Manager: PAT DENNISON
Phone: 402-826-4402
Fax: 402-826-2579
E-mail: creteaviation@gmail.com

Please make corrections, sign and return this form to:

Nebraska Department of Aeronautics
P.O. Box 82088
Lincoln, NE 68501-2088

Completed by:

Signature

Date

FEDERAL AVIATION ADMINISTRATION

CAPITAL IMPROVEMENT PROGRAM (CIP)

AIRPORTS DIVISION – CENTRAL REGION

CIP DATA SHEET INSTRUCTIONS

1. The AIP project types are those in FAA Order 5100.38, AIP Handbook, Appendices D through T, which identifies factors to consider for justification, eligibility, and the required usable unit of work/outcome.
2. Select the desired FFY that you desire the project. (*Example: FY19 is October 1st, 2018, to September 30th, 2019*).
3. Provide the estimate of total cost (engineering, administrative, legal, appraisal costs, etc.) and breakout of federal, state, and local shares. Attach a detailed cost estimate showing unit costs; aggregate in square yards (S.Y.), concrete paving in square yards (S.Y.) and asphaltic paving in tons. Separate the costs for land acquired in fee and land acquired in easement. NOTE: Cost estimates cannot include an amount for contingencies.
4. Provide a detailed scope of the project and justification. Attach a sketch that clearly identifies the scope of the project. This information is required to determine if the project has been properly planned and is ready for funding assistance. Failure to provide and/or verify this information in this section will result in follow-up correspondence and revisions to the Data Sheet.
 - Justification - Describe the need, objectives, method of accomplishment, and the benefit expected to be obtained from the assistance. For some projects, the FAA must determine if a project is justified based on the applicable critical aircraft for the project. Reference paragraph 3-12 in FAA Order 5100.38, AIP Handbook, and Advisory Circular (AC) 150/5000-17, Critical Aircraft and Regular Use Determination.
 - Is the proposed development project on your approved Airport Layout Plan (ALP)? Proposed projects, with the exception of planning and equipment acquisition, are to be shown on the approved Airport Layout Plan (ALP).
 - All AIP funded projects must have a NEPA (environmental) determination from the FAA before a project can commence. If you have received a determination, please identify. If not, please continue working with your State Airport Planner and our Environmental Specialist.
 - Proposed pavements projects:
 - Identify most recent PCI score and date. If more than one type of pavement segment (runway, taxiway, apron) is part of the project, identify the PCI score and date of each pavement segment.
 - Include existing and proposed dimensioning (length, width, square footage, square yards, etc.).
 - Apron expansion/reconstruction - Include calculations based on Appendix 5 of AC 150/5300-13, Airport Design, showing justification for the size of apron needed. Central Region has prepared an apron sizing worksheet to assist with sizing aprons. Please request this worksheet from your State Airport Planner to complete and attach to your Data Sheet.
 - Verification of clear approach and departure surfaces in accordance with AC 150/5300-13, Airport Design, and FAA Order 8260.3, The United States Standard for Terminal Instruments Procedures (TERPS). If these surfaces are not clear, you will need to coordinate with your State Airport Planner to begin the planning process to mitigate obstacles. The sponsor must demonstrate that a plan has been developed before a grant can be issued.
 - Will the proposed project impact a FAA owned facility/equipment? If so, please identify the equipment. A FAA reimbursable agreement with the Air Traffic Organization (ATO), Central Service Area, NAS Planning and Integration Office will be required as part of the proposed project.
 - Proposed snow removal equipment (SRE) acquisition – Include an inventory of the airport's existing airport SRE and sizing calculations based on AC 150/5200-30, Airport Winter Safety and Operations, and AC 150/5220-20, Airport Snow and Ice Control Equipment. Central Region has prepared a SRE inventory and sizing worksheet to assist with these calculations. Please request this worksheet from your State Airport Planner to complete and attach to the Data Sheet.
 - Verify that the useful life of a facility, equipment, or pavement being rehabilitated, reconstructed, or replaced has been met (or prior to) grant issuance. Reference paragraph 3-13 and Table 3-8 in FAA Order 5100.38, AIP Handbook.
 - If the proposed project will involve the disposal of AIP funded equipment, reference the criteria for that effort in Table 5-39 of FAA Order 5100.38, AIP Handbook.
 - Revenue producing projects (fuel systems, hangars) - At minimum, provide the date of the submitted statement/letter that demonstrates all airside needs have been met, that runway approach/departure surfaces are clear of obstructions, and that any airside need within the next three years will be accommodated through local or nonprimary entitlement funds.
 - The sponsor must own all land upon which AIP funds will be expended for development. If the sponsor does not control the land (i.e. fee simple or easement) the project cannot commence. Verify that your required Exhibit 'A' Property Map reflects current conditions.

FEDERAL AVIATION ADMINISTRATION

CIP DATA SHEET

CAPITAL IMPROVEMENT PROGRAM (CIP)

AIRPORTS DIVISION - CENTRAL REGION

SEE INSTRUCTIONS TO COMPLETE THIS INFORMATION

Airport Name, LOCID, City, State:	Click here to enter text.		
AIP Project Type:	Click here to enter text		
Local Priority:	Select Local Priority	Federal Share:	\$ Click here to enter text.
FFY Requested:	Click here to enter text	State Share:	\$Click here to enter text.
Provide Detailed Project Scope and Justification Below. You must attach a sketch/drawing that clearly identifies the scope of the project.	Local Share:		\$Click here to enter text.
	Total Project Cost:		\$ Click here to enter text.

Click here to enter text.

SPONSOR SIGNATURE BLOCK

Signature:		Date:	Click here to enter a date.
Printed Name:	Click here to enter text.	Title:	Click here to enter text.
Phone Number:	Click here to enter text.	Email:	Click here to enter text.

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

November 23, 2021

Re: FY 2023-2025 Federal AIP Grants
NDOT Capital Improvement Program

Dear Airport Sponsor:

It is time for the annual update of the Capital Improvement Program. Your airport is a part of the National Plan for Integrated Airport System (NPIAS) and therefore is eligible for funding through the federal Airport Improvement Program. The FAA is working to put together their grant programs for Federal Fiscal Years 2023-2025. To be considered for funding in FY2023 (and beyond), please review the following:

Capital Improvement Plan

Enclosed is the latest *Capital Improvement Plan* for your airport. **Review improvement needs (or wants) at your airport and ensure that they are on the plan.** Please focus on the Phase I developments.

Note that AIP is funded by annual appropriation legislation, so the enclosed list is for planning purposes only and is neither a guarantee nor commitment of federal funds. Projects requiring funds in excess of available entitlement are often delayed or split into multiple projects.

Federal Entitlement Funds

Your airport receives federal entitlement to fund eligible projects. The enclosed list titled *Potential Federal Funds Available* provides anticipated available entitlement funds. Entitlement is available the year it is allocated and the following three years before it expires.

ACIP Data Sheets

ACIP Data sheets are needed for each project requesting federal funding and can be prepared by you, your consultant, or NDOT. A sample CIP data sheet and instructions are found at:

https://www.faa.gov/airports/central/airports_resources/media/cip-data-sheet.pdf

To be considered for 2023 federal funding, you need to have an ACIP data sheet for the proposed project approved by the Nebraska Aeronautics Commission and on file with the FAA prior to February 15, 2022. If your airport needs to submit a data sheet for a 2023 planned project, it is noted on the Capital Improvement Plan.

John R. Selmer, P.E., Director
Department of Transportation

MAILING ADDRESS

PO Box 94759
Lincoln, NE 68509-4759

PHYSICAL ADDRESS

1500 Highway 2
Lincoln, NE 68502

PHONE 402-471-4567

EMAIL NDOT.ContactUs@nebraska.gov

Aeronautics Division

3431 Aviation Road, Ste. 150
Lincoln, NE 68524-1800
OFFICE 402-471-2371
FAX 402-471-2906

Navigational Aids Office

Kearney Municipal Airport
5065 Airport Road
Kearney, NE 68847
OFFICE 308-865-5696
FAX 308-865-5697

dot.nebraska.gov



Data sheets can also be submitted for projects scheduled in later years. If you have a large project planned in the next 3 years, a data sheet will help with allocating grant funds.

The Bipartisan Infrastructure Law was signed last week. While we do not know the details, it has been reported that Nebraska airports may receive approximately \$111M for infrastructure development over 5 years. If there is a project at your airport that you could like considered for funding under this bill, we recommend submitting an ACIP Data Sheet.

All new ACIP data sheets should be submitted to Aeronautics no later than January 28, 2022 to be on the agenda for the February meeting of the Nebraska Aeronautics Commission and submitted to FAA prior to the FAA deadline. Nebraska law requires that your requests for funding (data sheets) be approved by the Commission prior to submittal to the FAA.

Note that previously submitted/approved data sheets do not need to be resubmitted.

Airport Officials

Please update, sign, and date the enclosed form.

Nebraska Aviation Symposium

Enclosed are brochures for the event scheduled to start on January 26, 2022 in Kearney.

Action Items

Please review the enclosed information and return the following items to Aeronautics by January 28, 2022:

- Capital Improvement Plan – mark requested changes
- ACIP Data Sheets, **if needed** – new and/or revised
- Airport Officials List – mark changes or write in “OK” and sign

Documents can be submitted either by email (anna.lannin@nebraska.gov) or standard mail. If mailing, the address is on the right side at the bottom of our letterhead.

A complete and accurate Capital Improvement Plan is an important tool to maintain/grow your airport. If you are interested in meeting with us to discuss your plan, please contact us. I can be reached at either anna.lannin@nebraska.gov or (402) 472-7931.

Sincerely,



Anna Lannin, P.E.
Engineering Division
Division of Aeronautics
Nebraska DOT

Enclosure

REQUIREMENTS THAT MUST BE MET BEFORE YOUR AIRPORT WILL BE CONSIDERED FOR AIRPORT IMPROVEMENT PROGRAM (AIP) FUNDING

1. The proposed work must be shown on a current Airport Layout Plan (ALP) that has been approved by the FAA.
2. The project must be reasonable, justified, necessary, and eligible for federal participation.
3. Each major work item must be on a separate, signed and dated ACIP data sheet and include adequate justification and detailed cost estimate.
4. FAA must have made an environmental determination on the proposed project.
5. Land - In order to be considered for funding for land reimbursement, the land must be acquired, or a purchase agreement must be negotiated.
6. The sponsor must have available the necessary matching share (10 percent). The FAA considers the first two years of the CIP as work the sponsor is committed to accomplishing should funding become available. To assure that the limited AIP funds are used during the fiscal year obligated, the FAA has adopted the policy that grants must be based upon bids and the grant application based on bid must be submitted by May 1 of the year programmed.
7. You must agree to abide by the grant assurances required for airport funding. The electronic format of the grant assurances is available at:
http://www.faa.gov/airports/aip/grant_assurances/media/airport_sponsor_assurances.pdf
8. For airports with an AIP project approved after January 1, 1995, for pavement replacement or new pavement, the sponsor is required to implement a pavement maintenance program to ensure the pavement is properly maintained at the airport. Failure to have such a plan could impact future consideration for AIP funds. The plans are typically completed by NDA (Dave Lehnert, dave.lehnert@nebraska.gov). Questions for the FAA can be directed to:

Dan Wilson, P.E.
FAA Airports Division, ACE-621F
901 Locust, Room 364
Kansas City, MO 64106-2325

9. Before eligibility for funding revenue-producing facilities (i.e. fueling facilities and hangars) can be approved, a sponsor must submit, to the FAA, justification for the project and a statement that airside development needs are met or a financial plan that shows how airside needs over the next 3 years will be met. Note that the Central Region policy states that if the airport sponsor is planning to fund a project in the next three years using state apportionment or discretionary funds, any revenue-producing facilities are ineligible.

Capital Improvement ProgramCRETE MUNI
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Year	Description	Total Cost	Federal	State	Local
Phase I					
2024	Crack & joint seal w/ select panel replacment	\$450,000	\$405,000	\$0	\$45,000
2025	Rehabilitate access road and parking lot	\$385,000	\$346,500	\$0	\$38,500
2026	Replace Hangar Ramps & Drainage Improvements	\$1,100,000	\$990,000	\$0	\$110,000
2026	ALP update	\$140,000	\$126,000	\$0	\$14,000
Phase I Subtotal		\$2,075,000	\$1,867,500	\$0	\$207,500
Phase II					
2027	Rehab. 17/35 (r1-1,3)	\$650,615	\$585,553	\$0	\$65,062
2029	Pave runway 13/31	\$861,120	\$775,008	\$0	\$86,112
Phase II Subtotal		\$1,511,735	\$1,360,561	\$0	\$151,174
Phase III					
2032	AWOS III (if justified)	\$110,000	\$99,000	\$0	\$11,000
2036	Rehabilitate/Replace Hangar A	\$850,000	\$600,000	\$0	\$250,000
Phase III Subtotal		\$960,000	\$699,000	\$0	\$261,000
Total Development Costs		\$4,546,735	\$3,927,061	\$0	\$619,674
Not Funded					
2032	T-hangar taxilanes	\$30,000			
2032	Shop hangar (100'x100')	\$270,000			
2032	9-place t-hangar	\$315,000			
Not Funded Subtotal					

Potential Federal Funds Available Non-Primary Entitlement

Airport: **Crete Municipal Airport**
Crete, Nebraska

Federal Fiscal Year	Entitlement Funds
2019	\$0
2020	\$0
2021	\$0
2022	\$150,000

Potential Funds Available in 2022: **\$150,000**

Note:

- All entitlement funds are subject to appropriation by Congress.
- Any remaining FY2019 funds will expire on Sept. 30,2022, the end of the federal fiscal year.

Airport Officials List

Updated: 12/13/2018



Crete Municipal Airport

Crete

Airport Sponsor

PO BOX 86
CRETE, NE 68333-0086

Crete Airport Authority

	<i>Name</i>	<i>Phone</i>	<i>Email</i>
OFFICIAL CONTACT:	Blaine Spanjer	402-826-5188	blainspanjer@windstream.net
FINANCIAL CONTACT:	Jerry Wilcox	402-826-4313	jerry.wilcox@crete.ne.gov
ATTORNEY:	Kyle Manley	402-826-4313	kyle.manley@crete.ne.gov
AIRPORT MANAGER:	Shaun Krzycki	402-310-6124	shaun@eascek.com
MEETING DATE AND TIME:	2ND THURSDAY, 8:15AM		

Airport Authority Members:

Chair	Blaine Spanjer	402-826-5188	blainspanjer@windstream.net
Vice Chair	Howard Nitzel	402-432-2368	
Secretary	Dan Papik	402-641-8229	
Member	Kirk Keller	402-641-6350	
Member	Zoraida Ramos	402-826-4312	

Please make corrections, sign and return this form to:

Aeronautics Division
3431 Aviation Road Ste. 150
Lincoln, NE 68524-1800
OFFICE: 402-471-2371
FAX: 402-471-2906

Completed by:

Signature

Date

MINIMUM STANDARDS
for
AERONAUTICAL ACTIVITIES

at

(Insert Airport Name)

(Insert Appropriate Governmental or airport Logo as desired)

(Clarification Statement: These minimum standards are presented as a template which is designed to be modified as appropriate for each entity desiring to use them. Factors such as requirement for the size of required leased property or buildings, either leased or constructed on vacant property, the amount of aeronautical land and/or buildings available for lease at the airport, existing leaseholds on the airport and the type of business being conducted on that property and the type and size of aircraft using or expected to use the airport should be taken into consideration when developing minimum standards for any airport. Although some of the types of operators included in these minimum standards are not currently operating at the airport, consideration should be given to including those in a final version of the standards to account for unforeseen circumstances.)

Approved by the

(Insert name of approving governmental entity)

(Insert Date Approved)

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- Section 1.3 Severability Clause
- Section 1.4 Conflicts with Existing Agreements
- Section 1.5 Violations

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- Section 2.1 General Requirements

SECTION 3 FIXED BASE OPERATIONS (FBO)

- Section 3.1 Fixed Base Operator (FBO)

SECTION 4 SPECIALIZED AVIATION SERVICE OPERATORS (SASO)

- Section 4.1 Aircraft Airframe and Power Plant Repair and Maintenance Operator (SASO)
- Section 4.2 Aircraft Rental / Flying Club Operator / Parachute Club
- Section 4.3 Flight Training Operator (Flight Training)
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SECTION 5 APPLICATION REQUIREMENTS

Section 5.1 Application Requirements

Section 5.2 Grounds for Denial of Application

Section 5.3 Extension of Term

ATTACHMENT A: INSURANCE REQUIREMENTS

SECTION 1 INTRODUCTION

Section 1.1 - Introduction

In order to encourage and ensure the provision of adequate services and facilities, the economic health of, and the orderly development of aviation and related Aeronautical Activities at the (Airport name and Identifier), (governmental unit owning the airport), as the owner, proprietor, sponsor, and Operator of the Airport, has established these Minimum Standards and Requirements ("Minimum Standards").

Accordingly, the following sections set forth in these Minimum Standards are prerequisite to a person or Entity operating upon and engaging in one (1) or more Aeronautical Activities at the Airport. It is significant to note that these Minimum Standards are not intended to be all-inclusive. Any person or Entity engaging in aviation operations and/or Aeronautical Activities at the Airport will also be required to comply with all applicable Federal, State, and local laws, codes, ordinances, and other similar regulatory measures pertaining to such Activities.

In all cases where the words "standards" or "requirements" appear, it shall be understood that they are modified by the word "minimum" except where a "maximum" is clearly identified. Determinations of "minimum" shall be from the point of view of the Airport owner, lessor, licensor, or permitter. All Operators are encouraged to exceed the "minimum" in terms of quality of facilities or services. No Operator will be allowed to occupy an area or conduct Activities at the Airport under conditions less than the "minimum."

Notwithstanding the above, the (owner) may temporarily or permanently modify, waive, delete, or amend any of the requirements herein with respect to a particular person or Entity upon a showing of good cause. The intent of this provision is to provide the (insert City Owner Authority as appropriate) with the reasonable flexibility to address individual concerns and issues and to recognize those instances where a rigid adherence to these Minimum Standards may not be in the (insert City Owner Authority as appropriate) best interest. The specific provisions of these Minimum Standards that are to be modified, waived, deleted, or amended, shall be done at a public meeting.

Section 1.2 - Statement of Policy

It is the intent of the owner to plan, manage, operate, finance, and develop the Airport for the long-term financial health and safety of the Airport consistent with accepted Airport practices and applicable Federal, State, and local policies and regulations.

To this end, all applicants desiring to perform Activities at the Airport shall be accorded a fair and reasonable opportunity, without unlawful discrimination, to qualify and to compete (if required), to occupy available Airport facilities and to provide appropriate Aeronautical Activities; subject, however, to the Minimum Standards as established by the (owner).

However, the granting of rights and privileges to engage in Aeronautical Activities shall not be construed in any manner as affording any Operator an exclusive right of use of the premises and/or facilities at the Airport, other than those premises which may be Leased exclusively to Operator, and then only to the extent provided in a written Lease, license, and/or permit.

The owner reserves and retains the right for the use of the Airport by others who may desire to use the same, pursuant to applicable Federal, State, and local laws, ordinances, codes, and other regulatory measures pertaining to such use. The Owner further reserves the right to designate the specific Airport areas in accordance with the currently adopted Airport Layout Plan (ALP). Such designation shall give consideration to the nature and extent of the operation and the land and improvements available for such purpose, and shall be consistent with the orderly and safe operation of the Airport.

While the Airport Administration has the authority to manage the Airport (including the authority to interpret, administer, and enforce Airport Agreements and Owner policies and the authority to permit temporary, short-term occupancy of the Airport), the ultimate authority to grant the occupancy and use of Airport real estate and to approve, amend, or supplement all Leases, licenses, and permits relating thereto is expressly reserved to the Owner by and through the (insert Governing Body)

Many types of Aeronautical Activities may exist which are too varied to reasonably permit the establishment of specific Minimum Standards for each. When specific Aeronautical Activities are proposed for the conduct on the Airport which do not fall within the categories heretofore documented, Minimum Standards will be developed on a case-by-case basis, taking into consideration the desires of the applicant, the Airport, and the public demand for such service.

These Minimum Standards may be supplemented, amended, or modified by the Owner, from time to time, and in such manner and to such extent as is deemed appropriate by the Owner.

Section 1.3 - Severability Clause

If one (1) or more clauses, sections, or provision of these Minimum Standards shall be held to be unlawful, invalid, or unenforceable by final judgement of any court of competent jurisdiction, the invalidity of such clauses, sections, or provisions shall not in any way affect any other clauses, sections, or provisions of these Minimum Standards.

Section 1.4 - Conflicts with Existing Agreements

These Minimum Standards are not retroactive. They do not affect the current term of any written Agreement properly executed prior to the date of adoption and approval of these same Minimum Standards; unless any such written Agreement shall provide for changes in the Airport's Minimum Standards, in which case these Minimum Standards shall be effective consistent with such written Agreement. In any event, upon expiration of an existing Agreement with the Owner or if Operator

desires to materially increase or expand its Activities, Operator shall then comply with the provisions of these Minimum Standards.

Section 1.5 - Violations

The Owner reserves the right to prohibit any Operator from using the Airport in connection with any such Operator's Aeronautical Activities upon determination by the Owner that such Operator has not complied with these Minimum Standards or has otherwise jeopardized the safety of entities utilizing the Airport or the property or operations of the Airport.

SECTION 2 GENERAL REQUIREMENTS

Section 2.1 - General Requirements

The following General Requirements shall apply to all Aeronautical Activities at the Airport. Any Operator desiring to engage in an Aeronautical Activity or Activities at the Airport must comply with the General Requirements of this section plus the Minimum Standards for each specific Aeronautical Activity.

Section 2.1.1 - Agreement (General Requirements)

No Entity shall conduct an Aeronautical Activity unless a valid Agreement authorizing such Activity has been entered into by the Entity and the Owner. Such Agreement will have a maximum initial term of 25 years. In addition, the Owner may provide for optional extensions of the Agreement, with agreed upon terms and conditions in accordance with Federal and State laws.

Such Agreement will recite the terms and conditions under which the Activity will be conducted at the Airport, including but not limited to: term of the Agreement; rentals, fees, and charges, and the rights and obligations of the respective parties. The Agreement shall not reduce or limit the Entity's obligations with respect to these Minimum Standards.

Section 2.1.2 - Approved Activities (General Requirements)

Aeronautical Activities not explicitly discussed and/or identified in these Minimum Standards will be evaluated on a case by case basis, by the Airport Administration, Owner Administrator or designated representative and/or the (insert governmental body owing the airport), using the concepts set forth in these Minimum Standards as guidelines.

Section 2.1.3 - Fees and Charges (General Requirements)

Operator shall pay the fees and charges specified by the Owner for the applicable Aeronautical Activities.

Information relative to fees and charges applicable to the Aeronautical Activity described herein will be made available to the prospective Operator by the Airport Administration at the time of application or contract negotiations regarding an Agreement.

Nominal: 1% of assessed value

Section 2.1.4 - Leased Premises (General Requirements)

Operator shall Lease and/or Sublease (or construct) sufficient ground space, facilities, and accommodations for the proposed Aeronautical Activity as stipulated in these Minimum

Standards. Operator must provide copies of all Construction Agreements, Leases or Subleases to the Owner, through the Airport Administration, at the time of application. When more than one (1) Activity is proposed or when Operator will be conducting Activities from a fixed base operator (FBO) Leasehold, as an approved sublessee, the minimum limits will vary (depending upon the nature of each Activity) and may not necessarily be cumulative.

Operator must provide a full description and conceptual drawing of the location of the ground space, facilities, and accommodations to be utilized for Operator's proposed Aeronautical Activity and a schedule of development. Operator must identify the location of Aircraft parking and staging areas, customer lounges, vehicle parking, and rest rooms.

The ground space shall include a paved walkway to accommodate pedestrian access to Operator's office, and when appropriate, a paved Aircraft apron with Tie-down or hangar facilities sufficient to accommodate the Activities being performed and the type of general aviation aircraft frequenting the Airport shall be included. Ground space shall also accommodate paved roadways and vehicle parking facilities to ensure direct vehicle access to the facilities without entering the airport operations area (AOA).

The facilities and floor space allotments shall include office and customer lounge facilities which must be properly heated, ventilated, cooled, and lighted. All facilities must be of permanent construction. It is the Owner's intent that all hangars built at the Airport shall be a minimum of 8,000 square feet. In all cases hangar size shall conform to the requirements of these Minimum Standards. In the case of a sublease from an FBO such Hangar shall also be in conformance with that FBO's approved development plan.

The public accommodations shall include telephones for customer use, rest rooms, sufficient onsite customer vehicle parking spaces, and handicap access in accordance with applicable Federal, State, and local laws, rules, and regulations. In the case of a Lease of existing facilities, either with an existing FBO or with the Owner, these Public Accommodations may be located in a common use area and in such case may be considered as up to 20% of the Leased premise requirements.

"Through-the-fence" rights will not be granted or allowed.

Section 2.1.5 - Site Development (General Requirements)

In the case of a land Lease, a detailed development plan will be submitted to the Owner, through the Airport Administration, within four (4) months of the execution of an Agreement. The Owner reserves the right for final approval on location decisions.

Prior to construction of any new building, hangar, or other facility on the Leased premises or modifications of an existing structure, all construction plans must be submitted through the Airport Administration, and approved by the Owner. Approval will not be unreasonably withheld and must occur within a reasonable time frame. However, no approval by the Owner of any plans or specification or receipt thereof by the Owner shall be deemed or implied to constitute approval of

said plans or specifications, and the Owner assumes no liability or responsibility whatsoever for any defect in any structure or improvement constructed or modified according to such plans or specifications for any purpose whatsoever, specifically including without limitation, compliance with design and construction standards established by the FAA, insert state agency having jurisdiction, and/or any other agency that may have jurisdiction. All plans, specifications, construction, and alterations must be in accordance with design, construction, and regulatory standards established by the FAA, applicable state agencies, and the Owner. Operator will be responsible for obtaining and complying with any and all building or other permits required by the Owner and State environmental and stormwater regulations, or any other agency that may have jurisdiction.

Operator is responsible for preparing the necessary FAA Form 7460-1, Notice of Proposed Construction. After review by the Owner, the notice will be signed by the Owner and submitted to the FAA. Review and submittal will be completed within 45 days of receipt by the Owner. No construction may commence at the Airport until the notice is approved and returned to the Owner by the FAA. Any changes or restrictions the FAA may require to the notice must be complied with by Operator.

The Owner is under no obligation to construct and/or provide Aprons or Taxiways for Commercial and/or Non-Commercial use facilities. In the event the facility location requires the construction of either Aprons and/or Taxiways or Taxilanes, these pavements shall meet all FAA standards for the largest Aircraft type anticipated to use the facility.

Vehicle parking facilities must be paved and located on the Leased premises, and in compliance with Owner's parking standards. The Owner reserves the right to assign parking spaces in a joint use parking lot in the case of a building Lease. In addition, adequate fences and gates will be provided by Operator to prevent vehicles from inadvertently driving onto runways and taxiways. Fences and gates shall meet or exceed FAA, FDOT and TSA security guidelines.

Any property not developed within two (2) years of execution of Agreement, or within twelve (12) months of any committed phase in an approved plan, will be surrendered upon demand. Any delay on the part of the Owner providing the necessary approvals and/or submission of documents will extend the development time line accordingly. Any changes to this provision must be agreed to by all parties in writing.

Operator will not place or cause to be placed any temporary, mobile, or modular structures on the Leased premises, except those that are directly related to approved constructions or alterations. The siting of temporary construction structures must be approved in writing by the Owner. In addition, no Activities may be performed from temporary or mobile structures.

Section 2.1.6 - Facility Maintenance (General Requirements)

Operators must maintain the Leased premises in a neat and orderly condition. Operators must provide the necessary personnel to perform continuing maintenance upon their facilities, including

related and associated appurtenances, landscaping, paved areas, installed equipment and utility services, and grass cutting.

In addition, Operators will provide all necessary apron cleaning services for the Leased premises, janitorial and custodial services, trash removal services, and any and all other related services necessary to maintain the facilities in good condition, reasonable wear and tear excepted, and will replace in like kind anything damaged by their employees, patrons, or operations.

Unless otherwise provided in the Lease maintenance will be at the sole expense of the Operator and will be subject to general monitoring by the Airport Administration and/or representative(s) designated by the Owner to ensure a continuing high quality of appearance and structural condition commensurate with the standards of the Airport.

Section 2.1.7 - Products and Services (General Requirements)

Products and services shall be provided on a fair, equal, and non-discriminatory basis to all users of the Airport, provided that, lawful, fair, reasonable, and non-discriminatory discounts and other similar types of price reductions may be extended to like purchasers and users.

Section 2.1.8 - Licenses, Permits, and Certifications (General Requirements)

Operator shall obtain and comply with, at its sole expense, all necessary licenses and permits required for the conduct of Operator's Activities at the Airport as required by the Owner or any other duly authorized governmental agency having jurisdiction. Operator must obtain an Owner business tax receipt to engage in any commercial activity.

Operator shall not engage in any Activities at the Airport prior to obtaining any certification required by the FAA. Operator shall furnish the Airport Administration with a copy of any such certification and shall continue to provide current copies of such certificates throughout the term of the Agreement.

Section 2.1.9 - Personnel (General Requirements)

Operator shall have in its employ and on duty during operating hours, trained personnel in such numbers as are required to meet the Minimum Standards as set forth herein.

Operator shall provide a responsible person in the office to supervise the operations on the Leased premises and such person shall be authorized to represent and act for and on behalf of Operator during all business hours.

All personnel are required to hold the appropriate FAA certificates and ratings, as applicable.

Section 2.1.10 Payment of Rents and Fees (General Requirements)

No Entity shall be permitted to engage in Aeronautical Activities unless said Entity is current (not delinquent) in the payment of all rents, fees, or other sums accruing to the Owner under any and all Agreements with the Owner.

Operator's failure to remain current in the payment of all rents, fees, or other sums accruing to the Owner under any and all Agreements with the Owner will be grounds for revocation of the Agreement authorizing the conduct of Aeronautical Activities at the Airport.

Section 2.1.11 - Laws, Rules, and Regulations (General Requirements)

Operator shall engage in Aeronautical Activities only in accordance with all applicable laws, rules, and regulations of the Federal Government, the State of _____; and all other governmental bodies having jurisdiction including without limitation the regulations of the FAA and the U.S. Department of Transportation and the applicable ordinances, rules, and regulations of the Owner, including without limitation these Minimum Standards; all as may be changed from time to time.

Section 2.1.12 - Insurance (General Requirements)

Operator shall keep and maintain all insurance required by law including for example and without limitation, insurance as required by the workers compensation laws of the State of _____.

Operator shall procure, maintain, and pay premiums during the term of the Agreement for insurance of the types and the minimum limits set forth by the Owner for each Activity. The insurance company underwriting the required policy(ies) shall be licensed to write such insurance in the State of _____.

When more than one (1) Aeronautical Activity is proposed, the minimum limits will vary (depending upon the nature of each Activity, in combination) but will not necessarily be cumulative in all instances. It will not be necessary for Operator to carry insurance policies providing the aggregate or combined total of the minimum requirements of each Activity; however, Operator will be required to obtain insurance for all exposures.

All insurance which Operator is required by the Owner to carry and keep in force shall name the Owner, its insert governing body (individually and collectively), and its representatives, officials, officers, employees, agents, and volunteers as additional insured.

Liability policies shall contain, or be endorsed to contain, the following provisions:

"The Owner, its Board of _____ (individually and collectively), representatives, officers, officials, employees, agents, and volunteers are to be covered as additional insured with respect to: liability arising out of Activities performed by or on behalf of Operator; products and operations of Operator; premises owned, occupied, or used by Operator; or vehicles owned, leased, hired, or

borrowed by Operator; any insurance or self-insurance maintained by the Owner, its Board of Commissioners (individually or collectively), representatives, officers, officials, employees, agents, or volunteers shall be excess of Operator's and shall not contribute with it."

"Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Owner, its Board of _____ (individually and collectively), representatives, officers, officials, employees, agents, or volunteers. Operator's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the aggregate limits of the insurer's liability."

Coverage shall not be suspended, voided, or canceled by either party or reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to the Owner."

Operator shall furnish to the Owner, through the Airport Administration, proper certificates that such insurance is in force and will furnish additional certificates upon any changes in insurance. In the event of cancellation or any modification of coverages, 30 days prior notification shall be conveyed to the Owner, through the Airport Administration, by the underwriter.

The applicable insurance coverages shall be in full force and effect and the above required certificates shall be delivered to the Airport Administration upon execution of any Agreement, Lease, or approved Sublease.

The limits of liability for each stipulated Aeronautical Activity represents the minimum required to operate at the Airport. The Owner strongly recommends that all Operators secure higher limits of liability coverage.

All Operators shall at their sole cost and expense, cause all buildings and improvements on the Leased premises to be kept insured to the full insurable value thereof against the perils of fire, wind, hail, flood (for any structure located in an 'A' or 'B' flood zone), extended coverage, vandalism and in amounts not less than the replacement cost of all buildings and improvements on the Leased premises. The proceeds of any such insurance paid on account of any of the aforementioned perils, shall be used to defray the cost of repairing, restoring, or reconstructing said improvements to the condition and location existing prior to the casualty causing the damage or destruction, unless a change in design or location is approved by the Owner, in writing.

Disclosure Requirement: Operators conducting rental or sales of Aircraft, or flight training shall post a notice and incorporate within their rental and instruction Agreements the coverages and limits provided to the renter/student by Operator, as well as a statement advising that additional coverage is available to such renter/student through the purchase of an individual non-ownership liability policy. Operator shall provide a copy of such notice to the Airport Administration.

Section 2.1.13 Indemnification and Hold Harmless (General Requirements)

Operator shall defend, indemnify, protect, and completely hold harmless the Owner, its Board of Commissioners (individually and collectively), representatives, officials, officers, employees, and

agents from any and all claims, demands, damages, fines, obligations, suits, judgments, penalties, causes of action, losses, liabilities, administrative proceedings, arbitrations, or costs at any time received, incurred, or accrued by the Owner, its Board of _____ (individually and collectively), representatives, officials, officers, employees, and agents as a result of, or arising out of Operators actions or inactions. In the event a party indemnified hereunder is in part responsible for the loss, the indemnitor shall not be relieved of the obligation to indemnify; however, in such case liability shall be shared in accordance with (State name) principles of comparative fault.

Section 2.1.14 - Assignment, Subletting, and Encumbrances (General Requirements)

All assignments, subletting, and encumbrances of Agreements between an authorized Operator and another Entity (not specifically prohibited herein) must receive prior written approval from the Owner.

A request for such written permission, prepared in as much detail as required by the Owner, will be submitted to the Owner, through the Airport Administration, for its review and approval which will be completed in a timely fashion. This does not apply to Activities provided for under the terms of an existing Agreement, including rental of Tie-downs and Hangar space for storage of Aircraft. Permission will not be unreasonably withheld and response to requests will be made within a reasonable time after receipt by the Owner.

Section 2.1.15 - Taxes (General Requirements)

Operator shall, at its sole cost and expense, pay any and all taxes for which it is responsible or which may be assessed against it.

Property TAX ? -

Section 2.1.16 - Signage (General Requirements)

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 Owner and Airport Administration. At a minimum, all signage must meet such requirements and standards as the Owner and Airport may require.

Section 2.1.17 - Environmental Compliance (General Requirements)

All Operators, specifically including without limitation, all Operators who dispense fuel, store fuel, and perform Aircraft or Aircraft Compound or Manufacturing Maintenance, shall strictly comply with all Federal, State, and local laws, rules, and regulations concerning the handling, use, and storage of fuel, oil, solvents, chemicals, paints and other hazardous materials.

Operators will not engage in, or permit on the Leased premises, the stripping and/or painting of Aircraft or any other vehicle, except following prior review by and written permission from the

Owner. This does not include painting of minor Aircraft parts and assemblies required as part of a maintenance or repair procedure.

Each Operator handling, using, or storing fuel, oil, solvents, chemicals and/or hazardous materials at the Airport shall provide a written report to the Airport Administration, updated annually, identifying all fuel, oil, solvents, chemicals, and hazardous materials used or stored at the Airport and describing the measures taken by Operator to comply with all applicable Federal, State, and local laws, rules, and regulations. All Operators shall be subject to inspection by or on behalf of the Owner for compliance with this standard at any time during normal business hours.

Each Entity will be required to secure necessary Federal, State, and local permits regarding the existence of rare, endangered, or threatened species and habitat.

Section 2.1.18 - Safety of Property, Others (General Requirements)

All Aeronautical Activities at the Airport shall at all times be conducted with due consideration of the property of the Owner and others located at or about the Airport and the safety of all Airport users.

Section 2.1.19 - Suspension, Revocation of Privileges (General Requirements)

The Owner reserves the right to suspend or revoke Airport privileges, on a temporary or permanent basis, to any Operator failing to abide by these Minimum Standards or any applicable Federal, State, or local law, rule, regulation, ordinance, or standard governing the Airport or any applicable Aeronautical Activity.

Section 2.1.20 - Security (General Requirements)

Each Operator shall observe all security requirements of the FAA and TSA, as applicable, and any special security program promulgated by the Owner for the Airport and in effect from time to time, and shall take such steps as may be necessary or directed by the Owner to insure that officers, employees, representatives, invites, and guests of Operator observe such requirements.

Section 2.1.21 Owner, Board of _____, and Airport Administration (General Requirements)

The Airport is owned and administered by _____. The Owner is governed by and through its Board of _____. Only the _____ Board of _____ can amend or modify these Minimum Standards on behalf of the Owner.

The Owner Administrator has authorized and directed that the Airport Administration obtain and receive copies of all licenses, permits, certifications, certificates of insurance, and other documents required to be provided to or filed with the Owner under these Minimum Standards. In addition,

all official inquiries to the Owner regarding these Minimum Standards and/or compliance therewith should be directed to the Airport Administration. The Airport Administration shall be responsible for enforcement of these Minimum Standards, and no approval or consent required to be given hereunder shall be valid unless given in writing by the Owner. Any notice required to be given hereunder to the Owner shall be given in writing and addressed to the Airport Administration at the address provided in paragraph 2.1.22, below.

Section 2.1.22 - Notices, Requests for Approval, Applications, and Other Filings (General Requirements)

Any notice, request for approval, application, or other filing required or permitted to be given or filed with the Owner and any notice or communication required or permitted to be given or filed with any Operator or prospective Operator pursuant to these Minimum Standards shall be in writing, signed by the party giving such notice, and may be personally served, sent by overnight courier or by United States certified mail, and shall be deemed to have been given when delivered in person, or one (1) day after delivery to the office of such overnight courier service, or three (3) days after depositing the same in the United States Mail, postage and registration fees prepaid, properly addressed to Operator or prospective Operator at its principal place of business (or such other address as it may have provided to the Owner) or, as the case may be, to the Owner, through Airport Administration, at the following address:

Airport Name
Address
Telephone:
Facsimile:
email

SECTION 3 FIXED BASE OPERATIONS (FBO)

Section 3.1 - Fixed Base Operator (FBO)

Definition: A Fixed Base Operator (FBO) is an Entity engaged in the business of providing multiple services to Aircraft. Such services shall include, at a minimum, the sale of Aviation Fuel/Lubricants; Aircraft Tie-down, Storage, and Parking; Aircraft Maintenance; and, Ancillary Ground Services and Support.

In addition to the General Requirements set forth in Section 2 hereof, each Fixed Base Operator at the Airport shall comply with the following Minimum Standards.

Section 3.1.1 - Scope of Activity (FBO)

FBO shall conduct its FBO business and Activities on and from the Leased premises in a first class manner which shall be consistent with the degree of care and skill usually exercised by experienced FBOs providing comparable products, services, and engaging in similar Activities from similar sized facilities in like markets.

All services and products that the FBO is required to provide must be provided by the FBO through the FBO's employees.

FBO products and services shall include, at a minimum, the following:

Aircraft Fueling (both Jet and Avgas):

The FBO shall be capable of providing a response time not to exceed ___ minutes during required hours of operation.

The FBO shall be capable of delivering and dispensing aviation fuel into all types of Aircraft normally frequenting the Airport.

The FBO shall have an approved written Spill Prevention Control and Countermeasure Plan ("SPCC Plan") which meets Owner, Federal, and State regulations.

An updated copy of such SPCC Plan shall be filed with the Airport Administration at least five (5) days prior to actual implementation.

Tie-down, Hangaring, and Parking.

The FBO shall comply with minimums identified in Leased premises set forth under Section 3.1.2 of the Minimum Standards.

Aircraft Maintenance.

The FBO shall be qualified to perform preventative maintenance (as defined in FAR Part 43) on the airframes, powerplants, and associated systems of general aviation Aircraft up to 12,500 pounds gross weight.

The FBO can remain in compliance with these Minimum Standards for the provision of Aircraft Maintenance by:

- Use of an authorized sublessee (meeting the Minimum Standards for Airframe and Power Plant Repair and Maintenance) operating from the FBO's Leased premises, or;
- Contracting with an on-call authorized aircraft repair contractor. The FBO will need to validate the on-call contractor. Operator must list the Airport as additional insured on their insurance certificate.

Ancillary Ground Services and Support

Compressed Air Services

Towing of Aircraft

Ground Power Services

Aircraft Recovery Services

Lavatory / Water Services

Section 3.1.2 - Leased Premises (FBO)

A minimum of ___ acres of land upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located.

Paved parking facilities for a minimum of ___ A3rcraft.

A paved ramp adequate to accommodate all Activities of the FBO and all approved sublessee(s) of FBO (but not less than _____ acres) not including the paved access to taxiways.

At least _____ square feet of common storage hangar space. Multiple hangars may be used to meet this requirement however no hangar shall be less than _____ square feet. Upon completion of the minimum hangar requirements the FBO may construct additional hangars each of which shall be no less _____ square feet. All hangars to be constructed must be part of the FBO's approved development plan.

At least a _____ square foot "terminal" facilities including adequate space for crew and passenger lounge, administration, operations, and rest rooms.

Sufficient paved vehicle parking space to accommodate FBO and tenant customers, passengers, and employees on a daily basis.

Section 3.1.3 - Fuel Storage Facility (FBO)

Construct (or install), maintain, or have access to an on-Airport above-ground fuel storage facility in a location approved by the Owner. Said fuel storage facility shall have minimum total capacity for three ___ days supply of aviation fuel for Aircraft being serviced by FBO. In no event shall the minimum total capacity be less than:

- A. _____ gallon facility for Jet A fuel storage (if required)
- B. _____ gallon facility for Avgas storage; and
- C. Demonstrated capabilities to expand fuel storage capacity within a reasonable time period as may be required.

The design and construction of the fuel storage facility shall comply with the rules and regulations of Federal and State regulatory agencies and all other applicable laws, rules, regulations, and guidelines including, but not limited to, NFPA 30, Industrial Standards; current FAA Advisory Circular AC 150/5230-4B, including all Appendices; and current State Environmental Protection rules and regulations governing design, construction, and operation of hydrocarbon fuel facilities.

FBO will be required to install an oil/water separator with suitable storage tank if surveys indicate the presence of ground and/or well water contamination, or it is required by future law, statute, or regulation.

FBO shall demonstrate that satisfactory arrangements have been made with a recognized aviation petroleum distributor for the delivery of fuel in such quantities as are necessary to meet the requirements set forth herein.

Section 3.1.4 - Fueling Equipment (FBO)

At least _____ Jet A trucks having a minimum capacity of _____ gallons are required. At least _____ Avgas truck having a minimum capacity of _____ gallons is required. Self-fueling facilities provided at the tank may be approved on a case by case basis.

Fuel dispensing units must be equipped with metering devices which meet all applicable legal requirements. The mobile unit dispensing Jet fuel must have over-the-wing and single point Aircraft servicing capability. Mobile dispensing single product trucks must be bottom loaded.

Each mobile dispensing tank and self-service dispensing unit shall be so equipped and maintained as to comply at all times with all applicable safety and fire prevention requirements or standards, including without limitation, those prescribed by:

These Minimum Standards and any other rules and regulations of the Owner and the Airport.

State Fire Code and Fire Marshall's Codes.

National Fire Protection Association (NFPA) Codes.

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

Applicable FAA Advisory Circulars (AC), including AC-00-34A, "Aircraft Ground Handling and Servicing," and AC 150/5210-5D "Painting, Marking and Lighting of Vehicles used on an Airport."

Section 3.1.5 - Equipment (FBO)

Adequate Tie-down Equipment, including ropes, chains, and other types of restraining devices and wheel chocks which are required to safely secure Tie-down Aircraft.

Adequate equipment for washing of Aircraft windows.

_____ Ground power units.

_____ Lavatory service carts if these type aircraft are being serviced on a regular basis.

Courtesy vehicles - at least _____ vehicle to provide such services as lead in/lead out and transportation of passengers, crews, and baggage.

_____ Aircraft tug(s) with rated draw bar capacity of not less than _____ pounds and standard universal tow bar of sufficient capacity to meet the towing requirements of the general aviation Aircraft normally frequenting the Airport.

Fire apparatus - an adequate number of approved and currently inspected dry chemical fire extinguisher units shall be maintained within all hangars, on ramp areas, at fuel storage facilities, and on all fueling trucks.

Compressed Air Unit - at least _____ compressed air unit for inflating tires shall be readily available at all times.

Section 3.1.6 - Personnel (FBO)

Personnel shall at all times be properly uniformed which, at a minimum, must identify the FBO's company name, and the employee's name. Personnel uniforms shall at all times be professional and properly maintained.

Personnel engaged in dispensing Aircraft fuels, accepting fuel shipments, and Aircraft ground handling operations shall be properly trained in all associated safety procedures and shall conform to the best practices of such operations. This includes meeting the standards of FAA Advisory Circular 150/5230-4, Appendix 7, Minimum Standards for Fuel Storage, Handling, and Dispensing on Airports, Paragraph 4. Fueling Personnel, Subparagraphs b. and c., and all other applicable laws, rules, and regulations.

In accordance with all applicable laws, regulations, and appropriate industry practices, the FBO shall develop and maintain Standard Operating Procedures (SOP) for fueling and ground handling operations and shall insure compliance with standards set forth in FAA Advisory Circular 00-34A, entitled "Aircraft Ground Handling and Servicing." The FBO's SOP shall include a training plan, fuel quality assurance procedures and record keeping, and emergency response procedures to fuel fires and spills. The FBO's SOP shall also address: (1) bonding and fire protection, (2) public protection, (3) control of access to fuel storage areas, and (4) marking and labeling fuel storage tanks and tank trucks. The FBO's SOP must be submitted to the Airport Director no later than 60 days after the FBO commences Activities at the Airport. Inspections will be conducted by the Airport Director on a periodic basis to ensure compliance.

A minimum of _____ properly trained and qualified employees, on each shift, providing Aircraft fueling, Aircraft parking, and ancillary Aircraft ground services and support and a minimum of _____ properly trained and qualified employee, on each shift, during defined business hours, to provide ancillary customer service and support commonly referred to as a Customer Service Representative (CSR).

Section 3.1.7 - Hours of Operation (FBO)

Fueling, customer services, and ancillary services shall be continuously offered and available to the public _____ days a week, from _____ AM to _____ PM and available after hours, on-call, with response time not to exceed _____ hours.

Section 3.1.8 - Aircraft Recovery Services (FBO)

Recognizing that Aircraft recovery is the responsibility of the Aircraft Owner/Operator, the FBO shall be prepared to provide assistance in order to maintain the operational readiness of the Airport's runway system. The FBO shall prepare a recovery plan and have the equipment readily available which is necessary to recover the typical itinerant general aviation Aircraft using the Airport.

Section 3.1.9 - Insurance (FBO)

FBO shall maintain, at a minimum, the following coverages and limits of insurance (see Attachment A - Schedule of Minimum Insurance Requirements):

Comprehensive General Liability: bodily injury, personal injury, and property damage, including products, operations, and contractual liability.

Vehicle Liability: bodily injury and property damage on all vehicles used by FBO.

Hangarkeepers Liability: an amount adequate to cover the replacement cost of any non-owned property in the care, custody, or control of FBO.

SECTION 4 SPECIALIZED AVIATION SERVICE OPERATORS (SASO)

Section 4.1 - Aircraft Airframe and Power Plant Repair and Maintenance Operator (SASO)

Definition: An Aircraft Airframe and Power Plant Repair and Maintenance Operator is an Entity engaged in the business of providing Airframe and Powerplant Repair and Maintenance services which includes the sale of Aircraft parts and accessories.

In addition to the General Requirements set forth in Section 2 hereof, each Aircraft Airframe and Power Plant Repair and Maintenance Operator at the Airport shall comply with the following Minimum Standards.

Section 4.1.1 - Scope of Activity (SASO)

Operator shall conduct airframe and powerplant repair and maintenance services and Activities on and from the Leased or subleased premises in a first class manner which shall be consistent with the degree of care and skill usually exercised by experienced Operators providing comparable products, services, and Activities from similar sized facilities in like markets.

Section 4.1.2 - Leased Premises (SASO)

Section 4.1.2.1 - Operator leasing unimproved land from the Owner shall Lease a minimum of _____ acres upon which the required improvements shall be constructed. Additional land required by the Operator shall be leased in _____ increments whenever possible and shall be adjacent or contiguous.

A minimum ground area of _____ acres upon which all required improvements for facility, ramp area, vehicle parking, roadway access, landscaping and stormwater management facilities will be located.

Ramp space equal to or greater than _____ times the hangar square footage. Ramp space shall be adjacent to Operator's facilities and on Operator's Leased ground space.

At least _____ hangar(s) of a minimum of _____ square feet on Operator's Leasehold for Aircraft Maintenance.

At least _____ square feet of office, lounge, shop space and parts storage with adequate space for customer lounge, administration, shops, and rest rooms.

Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis. Vehicle parking shall not be located inside the security area.

Section 4.1.2.2 - Operator, including a sub-lessee of an FBO or a lessee of the Owner and leasing existing building(s) from the Owner and engaging in Aeronautical Activities as authorized by Agreements approved by the Owner, shall adhere to the following leased premises requirements:

All hangar facilities shall be adequate to accommodate operator's business and shall be either a minimum of: i) _____ square feet; or ii) the size specified in the applicable FBO approved development plan.

Ramp space adequate to accommodate the movement of Aircraft into and out of hangar space and storage of Aircraft (requiring or scheduled for maintenance or having just completed maintenance).

At least _____ square feet of office and shop space "dedicated" to the administration and provision of airframe and powerplant repair and maintenance Activities.

Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis. Vehicle parking shall not be located inside the AOA.

Section 4.1.3 - Licenses and Certifications (SASO)

Operator shall make an application to the FAA for Repair Station Certification and submit a copy of application to the Airport Administration. Operator must acquire the certificate within six (6) months. Due to delays caused by the FAA, Operator may request from the Owner, through the Airport Administration, an extension to extend the (6) month deadline, which will not be unreasonably withheld. Personnel must be current and properly certificated by the FAA with ratings appropriate to the work being performed. (this requirement should be evaluated for necessity)

Section 4.1.4 - Personnel (SASO)

Operator shall provide a sufficient number of personnel (at a minimum of one) FAA licensed airframe and powerplant mechanic to adequately and safely carry out airframe and powerplant repair and maintenance services in a courteous, prompt, and efficient manner and meeting the reasonable demands of the public.

Operator shall employ sufficient repair personnel who are current and properly certified by the FAA with ratings appropriate to the work being performed and who hold airframe, powerplant, and/or Aircraft inspector ratings.

Section 4.1.5 - Equipment (SASO)

Operator shall provide sufficient shop space, equipment, supplies, and availability of parts equivalent to that required for certification by the FAA as an approved repair station.

Section 4.1.6 - Hours of Operation (SASO)

Operator Leased premises shall be open and services shall be available to meet the public demand for this category of service at least _____ days a week, _____ consecutive hours a day and available after hours, on-call, with response time not to exceed _____ hours.

Section 4.1.7 - Insurance (SASO)

Operator shall maintain, at a minimum, the following coverages and limits of insurance (see Attachment A - Schedule of Minimum Insurance Requirements):

Comprehensive General Liability: bodily injury, personal injury, and property damage, including products, operations, and contractual liability.

Vehicle Liability: bodily injury, and property damage on all vehicles used by Operator.

Hangarkeepers Liability: an amount adequate to cover the replacement cost of any nonowned property in the care, custody, or control of Operator.

Section 4.2 - Aircraft Rental / Flying Club Operator

Definition:

Aircraft Rental Operator is an Entity engaged in the rental of Aircraft to the public.

A Flying Club Operator is an Entity comprised of an association or group of more than _____ individuals jointly owning or leasing an Aircraft to its members (where payment is made to the club for the operating time of the Aircraft), but which does not meet the requirements established for exempt Flying Clubs.

In addition to the General Requirements set forth in Section 2 hereof, each Aircraft Rental/Flying Club Operator at the Airport shall comply with the following Minimum Standards.

Section 4.2.1 - Scope of Activity (A/C Rental Flying Club)

Operator shall conduct its Aircraft Rental Services and Activities on and from the Leased premises in a first class manner which shall be consistent with the degree of care and skill usually exercised by experienced Operators providing comparable products, services, and Activities from similar sized facilities in like markets.

Section 4.2.2 - Leased Premises (A/C Rental - Flying Clubs: Commercial & Exempt)

Section 4.2.2.1 - Operator leasing unimproved land from the Owner shall Lease a minimum of _____ acres upon which the required improvements shall be constructed. Additional land required by the Operator shall be leased in _____ acre increments and shall be adjacent or contiguous.

A minimum ground area of _____ acres upon which all required improvements for facility, ramp area, vehicle parking, roadway access, landscaping, and stormwater management facilities will be located.

At least _____ hangar(s) of a minimum of _____ square feet on Operator's Leasehold

Aircraft ramp space equal to the total number of Aircraft in Operator's fleet but no less than the space required to accommodate _____ Aircraft. Ramp space shall be adjacent to Operator's facilities and on Operator's Leased ground space.

At least _____ square feet of office and lounge with adequate space for customer/member lounge, administration, and rest rooms.

Sufficient paved vehicle parking facilities to accommodate all customers/members and employees on a daily basis.

Section 4.2.2.2 - Operator, including a sublessee of an FBO or a lessee of the Owner and leasing existing building(s) or office space from the Owner and engaging in Aeronautical Activities as authorized by Agreement approved by the Owner, shall adhere to the following Leased premises requirements:

All facilities shall be adequate to accommodate operator's business.

Aircraft ramp space equal to the total number of Aircraft in Operator's fleet but no less than the space required to accommodate _____ Aircraft. Ramp space shall be adjacent to Operator's facility.

At least _____ square feet of office space "dedicated" to the administration and provision of Aircraft Rental Activities as.

Sufficient paved vehicle parking space to accommodate all customers/members and employees on a daily basis.

Section 4.2.3 Licenses and Certifications (A/C Rental - Flying Club)

Operator shall have in its employ at least (1) person having current FAA certified flight instructor ratings and which is current in all Aircraft models offered for rental.

Section 4.2.4 - Personnel (A/C Rental - Flying Club)

Operator shall provide a sufficient number of personnel to adequately and safely carry out Aircraft Rental/Flying Club services and Activities in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public/members seeking such services.

Section 4.2.5 - Equipment (A/C Rental - Flying Club)

Operator shall have available for rental, either owned by or under written Lease to Operator and under the exclusive control of Operator, at least _____ certificated currently airworthy Aircraft, at least one of which must be capable of flight under instrument conditions.

Section 4.2.6 - Hours of Operation (A/C Rental - Flying Club)

Operator's Leased premises shall be open and services shall be available to meet the public demand for this category of service at least _____ days a week, _____ hours a day.

Section 4.2.7 - Exempt Flying Club/Parachute Club (A/C Rental - Flying Club)

All Minimum Standards for Aircraft Rental Operators shall apply to exempt Flying Clubs except for "Hours of Operation."

To be exempt from the Commercial Club requirements, the following conditions must exist:

The club shall be a non-profit Entity (corporation, association, or partnership) registered and current with the State of _____ and organized for the express purpose of providing its members with Aircraft for "personal use and enjoyment only."

Each member of the club must be a bona fide owner of the Aircraft or a shareholder, member, or director of the non-profit Entity.

The club may not derive profit from the operation, maintenance, and/or replacement of its Aircraft. Flight instruction may be given in club Aircraft to club members, provided such instruction is given by Operator based at the Airport authorized to provide flight training services or by a properly certified instructor who is a bona fide club member and who shall not receive any compensation for such services.

Aircraft maintenance performed by the club shall be limited to only that maintenance that does not require a certified mechanic in accordance with Federal Aviation Regulation Part 43 unless a club

member holds those certifications. All other maintenance must be provided by an Operator based on the Airport authorized to provide such Aircraft Maintenance service. Aircraft will not be used by other than bona fide members and by no one for Commercial Operations. Commercial Aeronautical services shall not be provided.

The club shall file and keep current with the Airport Administration a copy of its Bylaws, Articles of Association, partnership, or incorporation (or other documentation supporting its existence) and shall keep current, with the Airport, a complete list of the clubs' members including names, addresses and contact information of the directors and officers and the investment shares owned by each member, the number and type of Aircraft owned by club, evidence that ownership of club Aircraft is vested in the club, and the operating names of the club. The books and other records of the club shall be made available for review at any reasonable time as requested by the Owner.

Operator shall provide certificates of insurance listing each club member as named insured and evidencing the same coverages as required by the aforementioned commercial "Flying Club."

Section 4.2.8 - Insurance (A/C Rental - Flying Club)

Operator shall maintain, at a minimum, the following coverages and limits of insurance (see Attachment A - Schedule of Minimum Insurance Requirements):

Comprehensive General Liability: bodily injury, personal injury, and property damage, including products, operations, and contractual liability.

Vehicle Liability: bodily injury, and property damage on all vehicles used by Operator.

Aircraft Liability: on all owned or operated Aircraft.

Section 4.3 - Flight Training Operator (Flight Training)

Definition: A Flight Training Operator is an Entity engaged in instructing pilots in fixed or rotary wing Aircraft operations and providing such related ground school instruction as is necessary and preparatory to taking a written examination and flight check ride for the category or categories of pilots' licenses and ratings involved.

A Small Flight Training Operator (SFTO) will be defined as operating _____ to _____ fixed and/or rotary wing Aircraft.

A Large Flight Training Operator (LFTO) will be defined as operating _____ or more fixed and/or rotary wing Aircraft.

In addition to the General Requirements set forth in Section 2 hereof, each Flight Training Operator at the Airport shall comply with the following Minimum Standards:

Section 4.3.1 Scope of Activity (Flight Training)

Operator shall conduct its flight training services and Activities on and from the Leased premises in a first class manner which shall be consistent with the degree of care and skill usually exercised by experienced Operators providing comparable products, services, and Activities from similar sized facilities in like markets.

Section 4.3.2 - Leased Premises (Flight Training)

Section 4.3.2.1 - Operator leasing unimproved Land from the Owner shall meet or exceed the requirements listed below upon which the required improvements shall be constructed. Additional land required by the Operator shall be leased in one acre increments whenever possible and shall be adjacent or contiguous.

SFTO: A minimum ground area _____ acres upon which all required improvements for facility, ramp area, vehicle parking, roadway access, landscaping, and stormwater management facilities will be located.

LFTO: A minimum ground area of _____ acres upon which all required improvements for facility, ramp area, vehicle parking, roadway access, landscaping, and stormwater management facilities will be located.

SFTO: At least one (1) hangar of a minimum of _____ square feet on Operator's Leasehold.

LFTO: At least one (1) hangar of a minimum of _____ square feet on Operator's Leasehold.

SFTO: Ramp space equal to the total number of Aircraft within Operator's fleet or current inventory but no less than twice the size of the Operator's hangar. Ramp space shall be adjacent to Operator's facilities and on Operator's Leased ground space.

Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis. Adequate bicycle storage facilities should be considered.

LFTO: Ramp space equal to the total number of Aircraft within Operator's fleet or current inventory but no less than the space required to accommodate _____ Aircraft. Ramp space shall be adjacent to Operator's facilities and on Operator's Leased ground space.

Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis. Adequate bicycle storage facilities should be considered.

SFTO: Operator shall provide at least _____ square feet of space for customer lounge, administration, rest rooms, and classroom facilities.

LFTO: Operator shall provide at least _____ square feet of space for customer lounge, administration, and rest rooms; and at least _____ square feet for classroom facilities.

Section 4.3.2.2. - Operator, including a sublessee of an FBO or a lessee of the Owner and leasing existing building(s) or office space from the Owner and engaging in Aeronautical Activities as authorized by Agreement approved by the Owner, shall adhere to the following Leased premises requirements:

SFTO: All facilities shall be adequate to accommodate Operator's business.

LFTO: All facilities shall be adequate to accommodate Operator's business.

Ramp space equal to the total number of Aircraft within Operator's fleet or current inventory but no less than the space required to accommodate _____ Aircraft. Ramp space shall be adjacent to Operator's facilities.

SFTO: Operator shall provide at least _____ square feet of office space "dedicated" to administration and provision of flight training Activities.

LFTO: Operator shall provide at least _____ square feet of office space "dedicated" to administration and provision of flight training Activities.

Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis. Adequate bicycle storage facilities shall be provided.

Section 4.3.3 - Licenses and Certifications (Flight Training)

SFTO shall have in its employ at least _____ flight instructor(s) who is properly certificated by the FAA to provide all types of training offered. Operator's facility shall operate as a pilot's school in accordance with applicable FAA Regulations.

LFTO shall have in its employ at Lease _____ flight instructors who are properly certificated by the FAA to provide all types of training offered. Operator's facility shall operate as a pilot's school in accordance with applicable FAA Regulations.

LFTO Operator shall make an application to the FAA for Part 141 Certification and submit a copy of application to the Airport Administration. Operator must acquire the certificate within six (6) months. Due to delays caused by the FAA, Operator may request from the Owner, through the Airport Administration, an extension to extend the (6) month deadline, which will not be unreasonably withheld.

Section 4.3.4 Personnel (Flight Training)

Operator shall provide a sufficient number of personnel to adequately and safely carry out flight training services and Activities in a courteous, prompt, and efficient manner adequate to meet the demands of the public seeking such services.

Section 4.3.5 - Equipment (Flight Training)

SFTO shall have available for use in flight training, either owned or under written Lease to Operator and under the exclusive control of Operator, no less than ____ properly certified Aircraft, at least __ of which must be equipped for and capable of flight under instrument conditions and equipped for dual operation.

LFTO shall have available for use in flight training, either owned or under written Lease to Operator and under the exclusive control of Operator, no less than ____ properly certified Aircraft, at least __ of which must be equipped for and capable of flight under instrument conditions and equipped for dual operation, at least ____ of which must be a multi-engine Aircraft, and at least __ of which must be complex Aircraft.

Training equipment shall include, at a minimum, adequate mock-ups, pictures, slides, film strips, movies, video tapes, or other training aids necessary to provide proper and effective ground school instruction. All materials, supplies, and training methods must meet FAA requirements for the training offered.

Section 4.3.6 - Hours of Operation (Flight Training)

Operator's Leased premises shall be open and services shall be available to meet the public demand for this category of service at least ____ days a week, ____ hours a day.

Section 4.3.7 - Insurance (Flight Training)

Operator shall maintain, at a minimum, the following coverages and limits of insurance (see Attachment A - Schedule of Minimum Insurance Requirements):

Comprehensive General Liability: bodily injury, personal injury, and property damage, including products, operations, and contractual liability.

Vehicle Liability: bodily injury, and property damage on all vehicles used by Operator.

Aircraft Liability: on all owned or operated Aircraft.

Additionally, Operator must have a contract in place or equipment and personnel on hand to remove disabled aircraft from the runway.

Section 4.4 - Aircraft Charter, Air Taxi, and/or Air Ambulance Operator

Definition: An Aircraft Charter, Air Taxi, and/or Air Ambulance Operator is an Entity engaged in the business of providing air transportation (for persons or property) to the general public for hire, either on a charter basis or as an Air Taxi Operator, as defined in the Federal Aviation Regulations.

In addition to the General Requirements set forth in Section 2 hereof, each Aircraft Charter, Air Taxi, and/or Air Ambulance Operator at the Airport shall comply with the following Minimum Standards:

Section 4.4.1 - Scope of Activity (Aircraft Charter/Air Taxi/Air Ambulance)

Operator shall conduct its Aircraft Charter, Air Taxi, and/or Air Ambulance Services and Activities on and from the Leased premises in a first class manner which shall be consistent with the degree of care and skill usually exercised by experienced Operators providing comparable products, services, and Activities from similar sized facilities in like markets.

Section 4.4.2 - Leased Premises (Aircraft Charter/Air Taxi/Air Ambulance)

Section 4.4.2.1 - Operator leasing unimproved land from the Owner shall Lease a minimum of two acres upon which the required improvements shall be constructed. Additional land required by the Operator shall be leased in one acre increments whenever possible and shall be adjacent or contiguous.

A minimum ground area of ____ acres upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located. At least one (1) hangar of a minimum of _____ square feet on Operator's Leasehold

Ramp space equal to the total number of Aircraft in Operator's fleet or current inventory but no less than the space required to accommodate two (2) Aircraft of the type being offered for charter. Ramp space shall be adjacent to Operator's facilities and on Operator's Leased ground space.

Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis.

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Section 4.4.2.2 - Operator, including a sublessee of an FBO or a lessee of the Owner and leasing existing building(s) or office space from the Owner and engaging in Aeronautical Activities as authorized by Agreement approved by the Owner, shall adhere to the following Leased premises requirements:

All facilities shall be adequate to accommodate Operator's business.

Ramp space equal to the total number of Aircraft in Operator's fleet or current inventory but no less than the space required to accommodate ____ Aircraft. Ramp space shall be adjacent to or within close proximity to Operator's facilities.

Operator shall provide at least ____ square feet of office space "dedicated" to the administration and provision of Aircraft Charter, Air Taxi, and/or Air Ambulance.

Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis.

Section 4.4.3 - Licenses and Certifications (Aircraft Charter/Air Taxi/Air Ambulance)

Operator shall have and provide copies to the Airport Administration of all appropriate FAA and U.S. Department of Transportation certifications and approvals, including without limitation, the Pre-application Statement of Intent (FAA Form 8400-6), the Registrations and Amendments under Part 298 (OST Form 4507), and the FAA issued operating certificate.

Section 4.4.4 - Personnel (Aircraft Charter/Air Taxi/Air Ambulance)

Operator shall provide a sufficient number of personnel to adequately and safely carry out Aircraft Charter, Air Taxi, and/or Air Ambulance Services and Activities in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services on the Leased premises.

Operator shall have in its employ a sufficient number of qualified Commercial and/or Airline Transport rated pilots.

Section 4.4.5 - Equipment (Aircraft Charter/Air Taxi/Air Ambulance)

Operator shall provide, either owned or under written Lease to Operator and under the exclusive control of Operator, not less than ____ certified and continuously airworthy Aircraft with at least ____ multi-engine, all weather Aircraft.

Section 4.4.6 - Hours of Operation (Aircraft Charter/Air Taxi/Air Ambulance)

Operator's Leased premises shall be open and services shall be available to meet the public demand for this category of service at least ____ days a week, ____ hours a day. After hours, on-call response time to customer inquiries shall not exceed ____ hour(s).

Section 4.4.7 - Insurance (Aircraft Charter/Air Taxi/Air Ambulance)

Operator shall maintain, at a minimum, the following coverages and limits of insurance (see Attachment A - Schedule of Minimum Insurance Requirements):

Comprehensive General Liability: bodily injury, personal injury, and property damage, including products, operations, and contractual liability.

Vehicle Liability: bodily injury, and property damage on all vehicles used by Operator.

Aircraft Liability: on all owned or operated Aircraft.

Section 4.5 - Avionics, Instrument, and/or Propeller Repair Operator

Definition: An Avionics, Instrument, and/or Propeller Repair Operator is an Entity engaged in the business of repairing Aircraft radios, electrical systems, propellers, instruments, and/or accessories. This category includes the sale of new or used Aircraft radios, propellers, instruments, and/or accessories.

In addition to the General Requirements set forth in Section 2 hereof, each Avionics, Instrument, and/or Propeller Repair Operator at the Airport shall comply with the following Minimum Standards.

Section 4.5.1 - Scope of Activity (Avionics/Instrument/Propeller Repair)

Operator shall conduct its Avionics, Instrument, and/or Propeller Repair services and Activities on and from the Leased premises in a first class manner which shall be consistent with the degree of care and skill usually exercised by experienced Operators providing comparable products, services, and Activities from similar sized facilities in like markets.

Section 4.5.2 - Leased Premises (Avionics/Instrument/Propeller Repair)

Section 4.5.2.1 - Operator leasing unimproved land from the Owner shall Lease a minimum of ____ acres upon which the required improvements shall be constructed. Additional land required by the Operator land shall be leased in one acre increments whenever possible and shall be adjacent or contiguous.

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A minimum ground area of ___ acres upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located. At least one (1) hangar of a minimum of _____ square feet on Operator's Leasehold

Ramp space equal to or greater than two (2) times the hangar square footage. Ramp space shall be adjacent to Operator's facilities and on Operator's Leased ground space.

At least _____ square feet of office, lounge, and shop with adequate space for customer lounge, administration, shops, and restrooms.

Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily

Section 4.5.2.2 - Operator, including a sublessee of an FBO or a lessee of the Owner and leasing existing building(s) or office space from the Owner and engaging in Aeronautical Activities as authorized by Agreement approved by the Owner, shall adhere to the following Leased premises requirements:

All facilities shall be adequate to accommodate operator's business.

Ramp space adequate to accommodate the movement of Aircraft into and out of hangar space and storage of Aircraft (requiring or scheduled for maintenance or having just completed maintenance).

At least _____ square feet of office and shop space "dedicated" to the administration and provision of Avionics, Instrument, or Propeller Repair.

Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis.

Section 4.5.3 - Licenses and Certifications (Avionics/Instrument/Propeller Repair)

Repair personnel must be currently and properly certificated by the FAA with ratings appropriate to the work being performed. In the case of Avionics Repair, the ratings shall, at a minimum, be for Class 1 and Class 2 repairs.

Section 4.5.4 - Personnel (Avionics/Instrument/Propeller Repair)

Operator shall provide a sufficient number of personnel to adequately and safely carry out Avionics, Instrument, or Propeller Repair services in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services.

Operator shall employ a sufficient number of personnel with Aircraft radio, electrical systems, instruments, and propeller repair ratings, appropriate to the category of work being performed.

Section 4.5.5 - Equipment (Avionics/Instrument/Propeller Repair)

Operator shall provide sufficient equipment, supplies, and availability of parts equivalent to that required for certification by the FAA as an approved repair Operator.

Section 4.5.6 - Hours of Operation (Avionics/Instrument/Propeller Repair)

Operator shall have its premises open and services available to meet the public demand for this category of service at least days a week, hours a day.

Section 4.5.7 - Insurance (Avionics/Instrument/Propeller Repair)

Operator shall maintain, at a minimum, the following coverages and limits of insurance (see Attachment A - Schedule of Minimum Insurance Requirements):

Comprehensive General Liability: bodily injury, personal injury, and property damage, including products, operations, and contractual liability.

Vehicle Liability: bodily injury, and property damage on all vehicles used by Operator.

Hangarkeepers Liability: An amount adequate to cover the replacement cost of any nonowned property in the care, custody, or control of Operator.

Section 4.6 - Aircraft Sales Operator

Definition: An Aircraft Sales Operator is an Entity engaged in the sale of new or used Aircraft or Aircraft components.

In addition to the General Requirements set forth in Section 2 hereof, each Aircraft Sales Operator at the Airport shall comply with the following Minimum Standards.

Section 4.6.1 - Scope of Activity (Aircraft Sales)

Operator shall conduct its Aircraft sales services and Activities on and from the Leased premises in a first class manner which shall be consistent with the degree of care and skill usually exercised by experienced Operators providing comparable products, services, and Activities from similar sized facilities in like markets.

Section 4.6.2 - Leased Premises (Aircraft Sales)

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Section 4.6.2.1 - Operator leasing unimproved land from the Owner shall Lease a minimum of _____ acres upon which the required improvements shall be constructed. Additional land required by the Operator shall be leased in one acre increments whenever possible and shall be adjacent or contiguous.

A minimum ground area of _____ acres upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located. At least one (1) hangar of a minimum of _____ square feet on Operator's Leasehold

Ramp space adequate to accommodate the total number of Aircraft in Operator's fleet or current inventory. Ramp space shall be adjacent to Operator's facilities and on Operator's Leased ground space.

Operator shall provide at least _____ square feet for office, lounge, administration, and rostrums.

Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis.

Section 4.6.2.2 - Operator, including a sublessee of an FBO or a lessee of the Owner and leasing existing building(s) or office space from the Owner and engaging in Aeronautical Activities as authorized by Agreement approved by the Owner, shall adhere to the following Leased premises requirements:

All facilities shall be adequate to accommodate operator's business.

Ramp space adequate to accommodate the total number of Aircraft in Operator's fleet or current inventory. Ramp shall be adjacent to or within close proximity to Operator's facilities.

Operator shall provide at least _____ square feet of office space "dedicated" to the administration and provision of Aircraft Sales Activities.

Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis.

6.3 Dealership (Aircraft Sales)

An Operator which is an authorized factory sales franchise, dealer, or distributor shall have available or on call at least one (1) current model demonstrator of Aircraft in its authorized product line. Demonstrations of additional models of the manufacturer for which a dealership is held shall also be available.

Section 4.6.4 - Licenses and Certifications (Aircraft Sales)

Operator shall employ, or have available on call, a sufficient number of pilots with instructor ratings who shall be current in all models to be demonstrated.

Section 4.6.5 - Personnel (Aircraft Sales)

Operator shall provide a sufficient number of personnel to adequately and safely carry out Aircraft sales services in a courteous, prompt, and efficient manner adequate to meet the reasonable demand of the public seeking such services on the Leased premises.

Section 4.6.6 - Equipment (Aircraft Sales)

Necessary and satisfactory arrangements for repair and servicing of Aircraft shall be provided in accordance with any sales guarantee of warranty period.

Section 4.6.7 - Hours of Operation (Aircraft Sales)

Operator's Leased premises shall be open and service shall be available to meet public demand for this category of service at least _____ days a week, _____ hours a day.

Section 4.6.8 - Insurance (Aircraft Sales)

Operator shall maintain, at a minimum, the following coverages and limits of insurance (see Attachment A - Schedule of Minimum Insurance Requirements):

Comprehensive General Liability: bodily injury, personal injury, and property damage, including products, operations, and contractual liability.

Vehicle Liability: bodily injury, and property damage on all vehicles used by Operator.

Aircraft Liability: on all owned or operated Aircraft.

Section 4.7 - Specialized Commercial Aeronautical Operator (SCAO)

A Specialized Commercial Aeronautical Operator is an Entity engaged in providing limited specialized Aircraft Services and Support, miscellaneous Commercial Services and Support, or Air Transportation Services for Hire.

Limited Aircraft Services and Support - are defined as limited Aircraft, engine, or accessory repair and maintenance (for example, washing, painting, upholstery, aircraft restoration, etc.) or other miscellaneous Activities directly related to Aircraft support.

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Miscellaneous Commercial Services and Support - are defined as Ground Schools, Simulator Training, Charter Flight Coordinators, Aircrew or Aviation Management, or any other miscellaneous Activities directly related to supporting or providing support services for a Commercial Activity.

Air Transportation Services for Hire - are defined as non-stop sight-seeing flights (flights that begin and end at the Airport and are conducted within 25 statute mile radius of the Airport); flights for aerial photography or survey, firefighting, power line, underground cable, or pipe line patrol; crop dusting, seeding, spraying, and bird chasing; or any other miscellaneous Activities directly related to air transportation service (for example, helicopter operations in construction or repair work).

In addition to the General Requirement set forth in Section 2 hereof, each specialized commercial aeronautical Operator at the Airport shall comply with the following Minimum Standards:

Section 4.7.1 - Scope of Activity (SCAO)

Operator shall conduct its Specialized Commercial Aeronautical Services and Activities on and from the Leased premises in a first class manner which shall be consistent with the degree of care and skill usually exercised by experienced Operators providing comparable products, services, and Activities from similar facilities in like markets.

Section 4.7.2 - Leased Premises (SCAO)

Section 4.7.2.1 - Operator leasing unimproved land from the Owner shall Lease a minimum of ____ upon which the required improvements shall be constructed. Additional land required by the Operator shall be leased in one acre increments whenever possible and shall be adjacent or contiguous.

A minimum ground area of ____ acres upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located. At least one (1) hangar of a minimum of ____ square feet on Operator's Leasehold

Ramp space equal to the total number of Aircraft in Operator's fleet. Ramp space shall be adjacent to Operator's facilities and on Operator's Leased ground space.

Operator shall develop adequate facilities to accommodate space for office, lounge, administration, and rostrums.

Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis.

Section 4.7.2.2 - Operator, including a sublessee of an FBO or a lessee of the Owner leasing existing building(s) or office space and engaging in Aeronautical Activities as authorized by Agreement approved by the Owner, shall adhere to the following Leased premises requirements:

All facilities shall be adequate to accommodate operator's business.

Ramp space adequate to accommodate the total number of Aircraft in Operator's fleet. Ramp space shall be adjacent to or within close proximity to Operator's facilities.

Section 4.7.3 - Licenses and Certifications (SCAO)

Operator shall have and provide to the Airport Administration evidence of all proper Federal, State, and local licenses and certificates required.

Section 4.7.4 - Personnel (SCAO)

Operator shall provide a sufficient number of personnel to adequately and safely carry out its Specialized Commercial Aeronautical Services and Activities in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking services.

Section 4.7.5 - Equipment (SCAO)

Operator shall provide and have based at the Airport, either owned or under written Lease to Operator, sufficient equipment, supplies, and availability of parts, including, if appropriate, at least one (1) airworthy Aircraft to meet all applicable Federal, State, and local laws, rules, and regulations with respect to the Activities to be performed.

Section 4.7.6 - Hours of Operation (SCAO)

Operator's Leased premises shall be open and services shall be available during normal business hours.

Operator shall make provision for personnel to be in attendance in its office at all times during the required operating hours or shall have an answering service, page system, or other acceptable method for the public to contact Operator.

Section 4.7.7 - Insurance (SCAO)

Operator shall maintain, at a minimum, the following coverages and limits of insurance (see Attachment A - Schedule of Minimum Insurance Requirements):

Comprehensive General Liability: bodily injury, personal injury, and property damage, including products, operations, and contractual liability.

Vehicle Liability: bodily injury, and property damage on all vehicles used by Operator.

Aircraft Liability: on all owned or operated Aircraft.

Section 4.8 - Noncommercial Hangar Operator

Definition: A Noncommercial Hangar Operator is an Entity which develops and constructs or Leases existing buildings, either from the Owner or as a sublessee of an FBO, a hangar structure(s) for the sole purpose of storing an Aircraft which is either owned or Leased for Noncommercial, private (not for hire), personal, and/or recreational purposes only.

In addition to the General Requirements set forth in Section 2 hereof, each non-commercial aviation Operator at the Airport shall comply with the following Minimum Standards.

Section 4.8.1 - Scope of Activity (Noncommercial Hangar Operator)

Operator shall use the Leased premises solely to store and maintain Aircraft owned and/or Leased and utilized by Operator for Noncommercial purposes.

No Commercial Activity of any kind (including Commercial Aeronautical Activities identified in these Minimum Standards) shall be permitted on or from the Leased premises.

Operator shall not be permitted to dispense, sell, or otherwise distribute fuels, propellants, or lubricants to any Entity. In the event Operator desires to self-fuel, Operator shall be required to arrange for storage of fuel either with an approved FBO or at an off-airport site. Operator wishing to self-fuel must receive prior written consent of the Owner prior to initiation of such practice.

Operator shall not be permitted to Sublease ground, hangar, ramp, office, or shop space within the Leased premises to any Entity for any purpose.

Section 4.8.2 - Leased Premises (Noncommercial Hangar Operator)

Section 4.8.2.1 - Operator leasing unimproved land from the Owner shall lease a minimum ground area of ____ acres upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located. Additional land required by the Operator shall be leased in one acre increments whenever possible and shall be adjacent or contiguous. Ramp space shall be sufficient to provide reasonable Aircraft access to and from hangar. The Owner is under no obligation to construct and provide Aircraft aprons or taxiways for personal and private use. In the event the location of the facility requires the construction of aprons and/or taxiways, these areas shall meet all FAA standards for the largest Aircraft type anticipated to use Operator's facility.

Section 4.8.2.2 - Operator subleasing land from an FBO shall lease land adequate to meet the requirements of the Owner's Development Codes.

In addition, development, if applicable, shall include roadway(s) which is sufficient to provide reasonable access for both private and Airport service vehicles, sufficient parking facilities to accommodate all vehicles utilizing the facility on a daily basis, and landscaping in conformance with the Airport's developmental guidelines as may be promulgated and changed from time to time.

Section 4.8.3 - Hangar Structures (Noncommercial Hangar Operator)

The development of non-commercial hangar(s) shall be limited to the following types of hangar structures:

Section 4.8.3.1 - When leasing land from the Owner:

T-hangars - a single structure of not less than ____ square feet, subdivided and configured to accommodate individual bays for the storage of private Aircraft, such bays to be contiguous areas with common walls.

A common storage hangar structure of not less than ____ square feet, completely enclosed.

Section 4.8.3.2 - When subleasing land from an FBO:

T-hangars - a single structure of not less than ____ square feet, subdivided and configured to accommodate individual bays for the storage of private Aircraft, such bays to be contiguous areas with common walls.

All hangar facilities shall be adequate to accommodate operator's business and shall be either a minimum of: i) _____ square feet; or ii) the size specified in the applicable FBO approved development plan.

Section 4.8.4 - Ownership Guidelines (Noncommercial Hangar Operator)

Hangar development may be accomplished through either individual ownership or association ownership. Associations must adhere to the following stipulations:

Association membership will be contingent upon ownership of a proportionate share of the private hangar facility which shall consist of not less than one (1) individual T-hangar (of at least ___ total square feet), or an equal portion of the "common" hangar area which is consistent with the total number of members (such area to be not less than _____ total square feet).

The entire membership of the Association must be declared to the Owner at the time the application for development and operation is submitted. Thereafter, the Association and/or each member of the Association shall be required to demonstrate ownership (as required herein) as requested by the Airport Administration from time to time. The hangar facilities developed and utilized by the Association will be exclusively for storage of Aircraft owned by the member(s) of the Association.

The Association may not utilize nor cause the Leasehold interest to be utilized for speculative development of either the Leasehold or the facilities located thereupon.

Section 4.8.5 - Insurance (Noncommercial Hangar Operator)

Operator shall maintain, at a minimum, the following coverages and limits of insurance (see Attachment A - Schedule of Minimum Insurance Requirements):

Comprehensive General Liability: bodily injury, personal injury, and property damage, including products, operations, and contractual liability.

Vehicle Liability: bodily injury, and property damage on all vehicles used by Operator.

Aircraft Liability: on all owned or operated Aircraft.

SECTION 5 APPLICATION REQUIREMENTS

Section 5.1 - Application Requirements

The Owner reserves the right to request from a prospective Operator, in written form, at the time of and as part of its application, the following information and, thereafter, such additional information as may be required or requested by the Owner and/or the Airport Administration.

Section 5.1.1 - Intended Scope of Activities

As a prerequisite to occupancy on and the granting of an operating privilege at the Airport, the prospective Operator must submit a specific, detailed description of the scope of the intended Activities, and the means and methods to be employed to accomplish the contemplated Activities, which shall include, but not be limited to, the following:

- A. The legal name of the Entity filing the application and its business name (if different).
- B. The name, address, and telephone number of the Entity and primary contact individual.
- C. Ownership shall be reported as required by all Owner Codes and Regulations.
- D. The proposed date for commencement of the Activity and proposed term for conducting same.
- E. A comprehensive listing of all Activities proposed to be offered, along with copies of all applicable Federal, State, or local operating certificates and licenses currently held.
- F. For proposed Leases or Subleases of existing structures or improvements, a description of the size, location, and proposed utilization of office, hangar, Tie-downs, and/or vehicle parking areas to be utilized.
- G. For proposed Leases or Subleases of unimproved Airport areas, a layout (to scale) of the size, configuration, and location of the property desired to be occupied and a description and preliminary drawing of the buildings and improvement to be constructed, together with vehicle parking to be available (and required) for the proposed Activities.
- H. The number of persons proposed to be employed, including the names and qualifications of each person, and specifications as to whether the employees will be full-time, part-time, or seasonal.
- I. The number of Aircraft to be utilized in connection with the Activities and the make, model, passenger seating capacity, cargo capacity, Aircraft registration number, and copies of applicable operating certificates for each Aircraft.
- J. The tools, equipment, vehicles, and inventory proposed to be utilized in connection with the proposed Activities.
- K. A market analysis to include a written statement addressing each of the following areas:
 1. Definition of target market
 2. Intended market share
 3. Promotional marketing techniques
 4. Description of existing competitors

5. Percent of intended sales related to Aircraft based at the Airport
6. List of certifications and licenses to be sought (if any, as required)
7. Evidence of support from potential customers, such as surveys, testimonials, and/or related documentation
8. List of products to be sold or distributed (if any) and a list of manufacturer's or distributor's requirements for obtaining dealership (if applicable)
9. List of suppliers, subcontractors, and associates

In addition, the applicant shall provide a statement, with supporting evidence, of the need at the Airport for the proposed Activities and the desires of Airport users for the proposed Activities, together with a description of existing Operators at the Airport offering the same or similar Activities.

Section 5.1.2 - Financial Responsibility and Capability

The prospective Operator must provide a statement, as evidence of applicant's financial responsibility, from an area bank or trust company or from such other source as may be acceptable to the Owner and readily verified through normal banking channels. The prospective Operator must also demonstrate the financial capability to initiate the Activities, construct the improvements proposed, and (if applicable) provide the working capital necessary to carry on the contemplated Activities (once initiated). The demonstration of financial responsibilities and capabilities shall include a cash flow and profit and loss projections for the first ____ years of the proposed operation, a ____ year historical profit and loss statement (if available), and a current balance sheet.

Section 5.1.3 - Experience

The prospective Operator shall furnish the Owner with a statement of its past experience in the specified Aeronautical Activities for which application is being made, including resumes of management individuals who will be directly responsible for the proposed operation, together with business, financial, and managerial references. The foregoing information must be presented in a form satisfactory to the Owner.

Section 5.1.4 - Bonding and Insuring Capacity

The prospective Operator shall provide evidence in a form acceptable to the Owner of its ability to supply (i) a performance bond in an amount equal to 10% of the annual rental and/or fees established and agreed to for conducting the Activities and entering into the Agreement or Lease sought (cash may be deposited in lieu of a performance bond), (ii) a performance bond and a payment bond, each in an amount equal to the cost of constructing the proposed improvements submitted to the Owner for approval and (iii) the required insurance. Additional and supplemental information may be required by the Owner in a formal competitive selection process.

Section 5.2 - Grounds for Denial of Application

The Owner may deny any application for any one (or more) of the following reasons:

- A. The applicant for any reason does not meet fully the qualifications, standards, and requirements established herein. The burden of proof of compliance shall be on the prospective Operator and the standard of proof shall be by clear and convincing evidence.
- B. The applicant's proposed Activities, operation, and/or construction will create a safety hazard.
- C. The granting of the application will require the Airport to expend funds or supply labor or materials in connection with the proposed Activities, operation, and/or construction that the Owner is not willing to spend, or the operation will result in a financial loss to the Airport.
- D. No appropriate, adequate, or available space or building exists at the Airport which would accommodate the entire operation of the applicant at the time of application, nor is such contemplated within a reasonable time thereafter.
- E. The proposed operation, development, or construction does not comply with the Master Plan of the Airport (and/or ALP) then in effect or anticipated to be in effect within the time frame proposed by the applicant.
- F. The development or use of the area requested by the applicant will result in a congestion of Aircraft or buildings or will unduly interfere with operations or Activities of any present Operator on the Airport and/or prevent adequate access to their Leased area.
- G. The applicant has either intentionally or unintentionally misrepresented or omitted one or more material facts in the application or in supporting documents.
- H. The applicant has failed to make full disclosure on the application or in supporting documents.
- I. The applicant or an officer, director, agent, representative, shareholder, or employee of applicant has a record of violating the rules, regulations, statutes, ordinances, laws, or orders of any other Airport, civil air regulations, FAA regulations, or any other rules, regulations, statutes, ordinances, laws, or orders applicable to the Airport.
- J. The applicant or an officer, director, agent, representative, shareholder, or employee of applicant has defaulted in the performance of any Lease or other Agreement with the Owner or at the Airport.
- K. On the basis of current financial information, the applicant does not, in the sole discretion of the Owner, exhibit adequate financial responsibility or capability to undertake the proposed operation and Activities.
- L. The applicant cannot provide a performance bond, payment bond, or applicable insurance in the amounts and types required by the Airport for the proposed operation and Activities.
- M. The applicant or an officer, director, agent, representative, shareholder or employee of the applicant has been convicted of any felony or of a misdemeanor involving moral turpitude.
- N. Applicants Activities or operations have been or could be detrimental to the Airport.

Section 5.3 - Extension of Term

Section 5.3.1 - No Change in Scope of Activities

Upon expiration of the term of Operator's Agreement or Lease with the Owner, Operator may apply to extend such term and such application may be accepted by the Owner without need to file a new application provided that Operator proposes no changes in the scope of the previously approved Aeronautical Activities and is in compliance with the Minimum Standards in place at the time of such request.

Section 5.3.2 - Change in Scope of Activities

Upon expiration of the term of Operator's Agreement or Lease with the Owner, Operator may apply to extend such term. However, if Operator intends to change or expand the scope of its Aeronautical Activity(ies) on the Airport, or if the Owner deems a new application to be appropriate for any reason, Operator must submit a new application and demonstrate compliance with the Minimum Standards in place at the time of the new application.

ATTACHMENT A

INSURANCE REQUIREMENTS

NOTE: (The below listed insurance requirements are intended to be examples only. The airport operator should consult available risk management personnel, the airport's insurance agent and legal counsel to determine the appropriate level of insurance to be required from each category of operator. Care should be taken to ensure that the levels of insurance required are actually available in the airport's area at reasonable costs.)

Type Operator	Comprehensive General Liability Each Accident (Minimum)	Comprehensive Vehicle Liability Each Accident	Hangar Keepers Liability Combined Single Limit	Aircraft Liability	Workmans Compensation
				Combined Single Limit Bodily Injury Including Passenger/Property Damage Liability	Yes or No
Fixed Base Operator	\$50,000,000	\$5,000,000	\$50,000,000 - \$100,000,000	Depending on operations of Tenant	Yes
Jet Aircraft Maintenance	\$5,000,000	\$1,000,000	\$5,000,000	Depending on operations of Tenant	Yes
Piston Aircraft Maintenance	\$1,000,000	\$1,000,000	\$1,000,000	Depending on operations of Tenant	Yes
Aircraft Rental/Flying Club	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000 - \$5,000,000	Yes
Small Flight Training Operator	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000 - \$5,000,000	Yes
Large Flight Training Operator	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000 - \$5,000,000	Yes
Air Charter/Air Taxi/Air Ambulance	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000 - \$5,000,000	Yes
Avionics/Instrument/Propeller Repair	\$1,000,000	\$1,000,000	\$2,000,000 - \$5,000,000	\$1,000,000 - \$5,000,000	Yes
Aircraft Sales	\$1,000,000	\$1,000,000	\$2,000,000 - \$5,000,000	\$1,000,000 - \$5,000,000	Yes
Specialized Commercial Aeronautical Operator	\$1,000,000	\$1,000,000	\$2,000,000 - \$5,000,000	\$1,000,000 - \$5,000,000	Yes
Banner Towing Operations	\$2,000,000	\$1,000,000	\$2,000,000 - \$5,000,000	\$1,000,000 - \$5,000,000	Yes
Non-commercial Hangar / Office Employee	\$1,000,000	\$1,000,000	\$2,000,000 - \$5,000,000	\$1,000,000 - \$5,000,000	Yes
Ultralight Clubs	\$5,000,000	\$500,000	\$2,000,000 - \$5,000,000	\$1,000,000 - \$5,000,000	Yes

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**Name of Airport Municipal Airport Minimum Standards
for Commercial Aeronautical Activities**

~~Create~~
~~NAME OF AIRPORT MUNICIPAL AIRPORT, Name of Airport, Nebraska, February 11, 2013~~

INTRODUCTION

~~Create~~
The Airport Authority of the ~~City of Name of Airport, Nebraska~~ (hereinafter referred to as the "Authority"), is charged with the responsibility for the administration of the Name of Airport Municipal Airport, Name of Airport, Nebraska (hereinafter referred to as "Airport"). In order to foster, encourage, and insure the economic health and orderly development of general aviation and its related aeronautical activities at the Airport, and in order to insure safe and orderly operation for all users of the airport, the following Minimum Standards and requirements for commercial aeronautical tenants (as defined in Section 1.1), (hereinafter referred to as "Operator"), have been adopted.

This document sets forth the Minimum Standards for an entity based upon and engaging in one or more aeronautical activities at the Airport. Any Operator who is based on the Airport will be subject to applicable federal, state and local laws, codes, ordinances, and other regulatory measures, including Airport Standard Operating Procedures. The Authority reserves the right to change Minimum Standards at its discretion. All persons affected by such changes will have an opportunity to comment on proposed changes and will be informed of the dates such changes are implemented. A written lease agreement, properly executed by Operator and the Authority, is a prerequisite to tenancy on the Airport and the commencement of operations. Lease provisions will be compatible with these Minimum Standards and will not change or modify such standards. All leases shall include a number of standard items that are a part of all leases between the Authority and any person or entity based on the Airport and engaged in aeronautical services or activities.

N/A

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GENERAL POLICY STATEMENT

A fair and reasonable opportunity, without discrimination, shall be afforded all applicants to qualify, or otherwise compete, for available airport facilities and the furnishing of selected aeronautical services; subject to the Minimum Standards as established by the Authority. An Operator shall have the right and privilege of engaging in and conducting the activities selected and specified by the written contract contingent upon meeting the established Minimum Standards, the execution of a written lease with the Airport, the payment of the prescribed rentals, fees, and charges, and compliance with all federal, state, county, and airport laws, rules, codes, and regulations. The granting of such right and privilege, however, shall not be construed as affording the Operator any exclusive right of use of the premises and facilities of the Airport, other than those premises which may be leased exclusively to the Operator, and then only to the extent provided in a written agreement. The prospective Operator shall select one or more aeronautical services covered by these Minimum Standards. When more than one activity is proposed, the minimum requirements will vary (dependent upon the nature of individual services in such combination) but will not necessarily be cumulative in all instances. Because of these variables, the applicable Minimum Standards to combinations of service will be discussed with the prospective Operator at the time of application. The Authority reserves and retains the right for the 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

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regulatory measures pertaining to such use. The Authority reserves the further right to designate the specific Airport areas in which aeronautical services may be conducted. Such designation shall give consideration as to the nature and extent of the operation and the lands available for such proposed uses, consistent with the orderly and safe operation of the Airport, the Airport Layout Plan, and intended changes to the Airport Layout Plan.

Enforcement of Minimum Standards

In the case where violations to the minimum standards are identified by the Authority, the steps will be taken to remedy the violations.

- 1) Verbally notify the Operator of the violation. This will include working with the Operator to ensure that the operator understands the violation and an agreement is made on the resolution.
- 2) If the Operator does not correct the issue identified in step 1) within a reasonable time as deemed by the Authority, a written notice to the Operator will detail the violation and the expected steps to remedy the violation.
- 3) If the Operator does not correct the issue identified in step 2) within a reasonable time as deemed by the Authority, a written notice to the Operator notifying them that they are in violation of the Minimum Standards and are required to cease operations at the Name of Airport Municipal Airport.

The Authority retains the right to determine what is considered reasonable dependent on the violation and the willingness of the Operator to comply. In some cases where there is a minor violation, the time frame may be extended to a time convenient for the Operator. In other cases where there is a major violation or no intention of the Operator to comply, the time frame may be very short.

1 ARTICLE ONE

DEFINITIONS/QUALIFICATIONS/REQUIREMENTS

1.1 Definition of an Aviation Operator

An aviation Operator is defined as an entity engaging in an activity, which involves, makes possible, or is required for the operation of aircraft, or which contributes to, or is required for the safety of such aircraft operations. The purpose of such activity may be to secure earnings, income, compensation, or profit, whether or not such objective(s) are accomplished. Authorized activities by an Operator shall be strictly limited to any one or a combination of the following aeronautical services performed in full compliance with the specific standards for that activity as set forth herein:

- 1.1.1 Aircraft sales (new and/or used)

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- 1.1.2 Airframe and power plant repair facilities
- 1.1.3 Aircraft rentals
- 1.1.4 Flight training
- 1.1.5 Line services (aircraft fuels and oil dispersing)
- 1.1.6 Specialized aircraft repair service - radios, propellers, instruments, and accessories.
- 1.1.7 Aircraft charter and air taxi
- 1.1.8 Specialized commercial flying services
- 1.1.9 Agricultural Aerial Applicator services
- 1.1.10 Aviation operators subleasing from another aviation operator (See Section 1.4(A)(8))
- 1.1.11 Other aviation related activities
- 1.1.12 Any other activities not specifically provided for in these Minimum Standards, will be subject to negotiation.

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1.2 Prequalification Requirements

The prospective Operator shall submit the following information to the Airport Manager, in writing, at the time of application:

A) Intended Scope of Activities. Before being granted an operating privilege on the Airport, the prospective Operator must submit to the Authority a detailed description of the intended activity(s), and the means and methods to be employed to accomplish the activity(s). This description shall include:

Written

- The services to be offered.
- The amount of land to be leased
- The building space to be constructed or leased
- Estimated number of aircraft to be utilized

B) Financial Responsibility. At the request of the Authority, the prospective Operator shall demonstrate the financial capability to initiate operations and for the construction of improvements and appurtenances that may be required commensurate with the proposed operation(s). The requested documents may include, but not be limited

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to, Articles of Incorporation, Lines of Credit, 5 years of company financials statements, business plan as related to the operation at the Airport.

1.3 General Requirements

A) **Requirement of a Written Agreement.** Prior to the commencement of operations, the prospective Operator will be required to enter into a written agreement with the Authority. It should be understood that these Minimum Standards do not represent a complete recitation of the provisions to be included in the written agreement. Such contract provisions, however, will not change, modify, or be inconsistent with these Minimum Standards.

B) Site Development Standards

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Physical Facilities. The minimum space requirements shall be satisfied with one (1) building, attached buildings, or separate buildings on permanent foundations of sufficient size to hangar the type and number of aircraft the operator intends to utilize. All new hangars shall be steel buildings with a full concrete floor. All facilities shall connect to the existing taxi lane/taxiway system via concrete taxi lanes. All construction must be approved by the Authority and other appropriate agencies. *OPTIONAL*

- **Engineering Standards.** No person shall make any alterations of any nature whatsoever to any buildings, ramp or other Airport space, nor erect any building or other structure without prior submission of a written request, including detailed plans and specifications, and have receipt of written permission from the Authority. Prospective Operators shall comply with all building codes of the City of Name of Airport and shall deliver to the Airport Manager "as built" plans upon completion. *crete*

C) **Insurance:** The Operator shall provide insurance coverage for all operations performed in amounts as defined from time to time by the Authority and set forth in schedule A.

D) **Additional uses or commercial operations:** The Operator shall be limited to operations set forth in its intended scope of activities submitted to and approved by the Authority. In the event the Operator conducts operations or activities on the Airport which are not included in that description and approved by the Authority, shall be grounds for termination of the lease and continued operation of all activities on the Airport.

1.4 General Lease Clauses

A) For all Airport Lease Agreements

- 1 **Airport Development:** The Authority reserves the right to further develop or improve the airfield. If the physical development of the Airport requires the relocation of Operator-owned facilities, the Authority agrees to provide a comparable location, and agrees to relocate all Operator-owned buildings or provide similar facilities for the Operator at no cost to the Operator. The Authority will provide a minimum of 60-day notice of intention to relocate.

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- 2 **Authority's Rights:** The Authority reserves the right (but shall not be obligated to the Operator) to maintain and keep in repair the airfield. The Authority shall have a limited right to regularly audit the financial records of all Operators if the Authority has an interest in the records. Such a financial audit shall be conducted confidentially and at mutual convenience and shall be limited in scope to records directly reflecting the Operator's on-airport activities. The Authority shall have the right to inspect all Operators in order to establish proof of currency of all licenses, compliance with all laws, rules, regulations, and standards with which the Operator is required to comply. The Authority reserves the right to operate or conduct any or all aeronautical activities, as a part of airport operations, as necessary to benefit the Airport.
- 3 **Airport Layout:** The Authority reserves the right to determine approve or disapprove the location of any proposed new construction or facilities enhancements based on the Airport Layout Plan or intended modifications to the Airport Layout Plan.
- 4 **Subordination:** Airport leases shall be subordinate to the provisions of any existing or future agreement between the City of Name of Airport and the United States, 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 federal funds for the development of the Airport.
- 5 **Compliance with Laws, Etc.:** The Operator shall at all times comply with the airport rules and regulations, federal, state, and local laws, ordinances, codes and other regulatory measures now in existence or, as may be hereafter modified or amended, applicable to the specific type of operation contemplated. The Operator shall procure and maintain during the term of the Agreement all licenses, permits, and other similar authorizations required for the conduct of his business operations.
- 6 **Misrepresentation:** All terms and conditions with respect to these Minimum Standards are expressly contained herein, and the Operator agrees that no representation or promise has been made with respect to these Minimum Standards not expressly contained herein.
- 7 **Subleasing:** If permitted in the lease between Operator and the Authority, all or a portion of a leased area may be subleased to another Operator. No such Operator shall be exempt from these Minimum Standards. All subleases shall require approval from the Authority.
- 8 **Private Property Operations:** There will be no approval of taxi lanes/taxiways etc., to private property operations at the Airport, beyond what is currently allowed by previous agreement.

B) For Agreements which provide services to the Public:

- 1 The Operating entity, its heirs, personal representatives, successors in interest, and assignees, as a part of the consideration hereof, does hereby covenant and agree as a condition of the land lease that in the event facilities are constructed, maintained, or otherwise operated on the said property described in an Airport lease for a purpose for which a Department of Transportation program or activity is extended or for another purposes involving the provision of similar services or benefits, the Operators shall maintain and operate such

Name of Airport Municipal Airport Minimum Standards for Commercial Aeronautical Activities

facilities and service in compliance with all other requirements imposed in federally assisted programs of the Department of Transportation, and as said regulations may be amended.

- 2 The Operating entity, for itself, its heirs, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a condition of the land lease that:
 - a) No person on the grounds of race, sex, color, marital status, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 - b) That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, sex, color, marital status, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,
 - c) That the Operator shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation and as said regulations may be amended.
- 3 The Operator assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered by 14 CFR Part 152, Subpart E. The Operator assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by their subpart. The Operator assures that it will require that its covered sub-organizations provide assurances to the Operator that they will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E., to the same effect.
- 4 Operator agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit of service; PROVIDED, that Operator may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. None of the above provisions are required for a hangar lease where space is used only for storing lessee's aircraft, and no services are provided to the public, however, the leases must state the intended use, and stipulate that services to the public are prohibited. Reference FAA Advisory Circular 150/51907, *Minimum Standards for Commercial Aeronautical Activities*, and the Airport's Rules and Regulations, as may be amended.

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2 ARTICLE TWO

FIXED-BASE OPERATORS

2.1 Qualifications

A fixed-base operator (FBO) shall perform more than one operation as listed in Section 1.1 of these Minimum Standards. The Operator shall demonstrate that the premises from which it operates at the Airport and the personnel employed by it comply with the following requirements, as appropriate to the conduct of Operator's business.

2.2 Minimum Area

The Operator shall construct a building or lease all or a portion of a building to provide suitable facilities for the type of operations proposed. Such space shall include an office area, parking for employees and customers, and properly lighted and heated restrooms for customers and employees. The building shall include a general aviation service hangar area sufficient for intended use (as specified in Section 1.3). In the event that the ramp is new construction, the ramp area constructed shall be a minimum of 1.5 times the area of hangar.)

? ~~Ⓞ~~

2.3 Personnel

Provide employees with the proper training and certifications for the operations proposed.

2.4 Equipment

Provide the equipment necessary to perform the operations proposed.

2.5 Hours of Operation

The Operator shall post and maintain hours of operation convenient to customers.

3 ARTICLE THREE

AIRCRAFT SALES

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

Name of Airport Municipal Airport Minimum Standards for Commercial Aeronautical Activities

3.1 Minimum Area

The Operator shall construct a building or lease all or a portion of a building to provide suitable facilities for office space, flight planning, customer lounge area, aircraft parking and storage (as specified in Section 1.3), and automobile parking for customers and employees.

3.2 Personnel

The Operator shall provide one or more persons holding a current pilot certificate and ratings appropriate for the type of aircraft to be demonstrated. Provision must be made for the office to be attended during posted business hours.

3.3 Parts and Service

The Operator shall have access to an adequate supply of parts and servicing facilities to provide maintenance service to customer's aircraft.

3.4 Hours of Operation

The Operator shall provide hours of operation convenient to customers.

4 ARTICLE FOUR

AIRFRAME AND/OR POWER PLANT REPAIR OTHER SPECIALIZED AIRCRAFT MAINTENANCE SERVICES

Any service desiring to engage in airframe and/or power plant repair or other specialized aircraft maintenance services shall provide as a minimum the following:

4.1 Minimum Area

The Operator shall construct a building or lease all or a portion of a building to provide suitable facilities for office space, aircraft maintenance (as specified in Section 1.3), and automobile parking for customers and employees.

4.2 Personnel

The Operator shall provide a minimum of one person properly certificated by the FAA or other regulatory agency with appropriate ratings for work to be performed.

Name of Airport Municipal Airport Minimum Standards for Commercial Aeronautical Activities

4.3 Equipment

The Operator shall provide sufficient equipment, supplies, and parts availability to perform maintenance in accordance with manufacturer recommendations or equivalent on various types of based aircraft.

5 ARTICLE FIVE

AIRCRAFT RENTAL

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

5.1 Minimum Area

The Operator shall construct a building or lease all or a portion of a building to provide suitable facilities for flight planning, customer lounge area, aircraft parking and storage (as specified in Section 1.3), and automobile parking for customers and employees.

5.2 Personnel

The Operator shall provide for personnel as needed to manage the aircraft rental.

5.3 Aircraft

The Operator shall own or lease at least one (1) aircraft. Aircraft will be maintained in accordance with all applicable FAA regulations.

5.4 Hours of Operation

The Operator shall maintain hours of operation as appropriate.

6 ARTICLE SIX

FLIGHT INSTRUCTION

All independent flight instructors desiring to engage in flight instruction shall provide as a minimum the following:

6.1 Minimum Area

The Operator shall construct a building or lease all or a portion of a building to provide suitable facilities for student instruction and flight planning (as specified in Section 1.3), and automobile parking for customers and employees.

Name of Airport Municipal Airport Minimum Standards for Commercial Aeronautical Activities

6.2 Personnel

The Operator shall provide a minimum of one person holding a current commercial pilot certificate with appropriate ratings for flight instruction.

7 ARTICLE SEVEN

AIR TAXI OR CHARTER SERVICE

Any operator desiring to engage in air taxi or charter service shall, in addition to meeting all provisions of FAR Part 135, provide as a minimum the following:

7.1 Minimum Area

The Operator shall construct a building or lease all or a portion of a building to provide suitable facilities for office space, flight planning, customer lounge area, aircraft parking and storage (as specified in Section 1.3), and automobile parking for customers and employees.

7.2 Personnel

The Operator shall provide a minimum of one (1) FAA certified commercial pilot appropriately rated to conduct air service offered. Additional personnel as required to attend office during normal working hours.

7.3 Aircraft

The Operator shall provide a minimum of one (1) aircraft.

7.4 Hours of Operation

The Operator shall post and maintain hours of operation convenient to customers.

8 ARTICLE EIGHT

AIRCRAFT FUELS AND DISPENSING SERVICE

8.1 Fixed-Base Operator (FBO)

Any operator desiring to provide fueling services must comply with fixed-base operator (FBO) requirements detailed in Section 2.1.

Name of Airport Municipal Airport Minimum Standards for Commercial Aeronautical Activities

8.2 Minimum Area

Minimum Area as defined in Section 2.2.

8.3 Personnel

The Operator shall provide one or more persons trained in the servicing of aircraft on duty during posted working hours.

8.4 Equipment

The Operator shall provide or have access to minimum fixed fuel storage of at least 10,000 gallons aviation gasoline and 10,000 gallons aviation jet fuel. ✓

8.5 Hours of Operation

The Operator shall post and maintain hours of operation convenient to customers. Hours shall be not less than eight (8) hours per day, seven (7) days per week.

8.6 Spills

Operator shall assume responsibility for any fuel spills and will be responsible to clean up said fuel spills and pay for any cost incurred therein.

9 ARTICLE NINE

AERIAL APPLICATION OPERATIONS

An Agricultural Aerial Applicator is defined as a person or entity engaging in activities, which involves, makes possible, or is required for application of products (including but not limited to chemicals, seed, and water) on agricultural property by aircraft (including but not limited to airplanes and helicopters). Any operator desiring to engage in aerial application, provide as a minimum the following:

9.1 Minimum Area

The Operator shall construct or lease all or a portion of a facility to provide for aircraft parking and storage (as specified in Section 1.3), automobile parking for customers and employees, concrete loading area of sufficient size that the aircraft can be loaded and maneuver without blocking or impeding aircraft on the taxiway or taxi lane, and a concrete spill containment pad.

Name of Airport Municipal Airport Minimum Standards for Commercial Aeronautical Activities

9.2 Regulation Compliance

The Operator shall comply with all Federal Aviation Administration, Nebraska Department of Agriculture, and Nebraska Department of Environmental Quality regulations as well as any requirements specified in the agreement between the Operator and the Authority. ✓

9.3 Chemical Storage

All chemicals stored on Premises shall be locked up in a secured storage unit. The Premises shall be kept clean and clear of waste packaging at all times.

9.4 Spills

Operator shall assume responsibility for any chemical or fuel spills and will be responsible to clean up said chemical or fuel spills and pay for any cost incurred therein.

Bond or Insurance

10 ARTICLE TEN

SPECIALIZED COMMERCIAL FLIGHT SERVICES

Services desiring to engage in specialized commercial air activities such as, but not limited to the following: Banner towing and aerial advertising; aerial photography or survey; firefighting or fire patrol; power line or pipeline patrol; any other operations specifically excluded from FAR Part 135, shall comply with the following minimums.

10.1 Minimum Area

The Operator shall construct a building or lease a portion of a building to provide suitable facilities for office space, flight planning, aircraft parking and storage (as specified in Section 1.3), and automobile parking for customers and employees.

10.2 Personnel

The Operator shall provide at least one (1) person having a current commercial certificate with appropriate ratings for the aircraft to be flown.

10.3 Aircraft

The Operator shall provide at least one (1) properly certificated aircraft owned or leased by written agreement.

Name of Airport Municipal Airport Minimum Standards for Commercial Aeronautical Activities

10.4 Hours of Operation

The Operator shall post and maintain hours of operation convenient to customers.

11 ARTICLE ELEVEN

OPERATORS NOT PERMANENTLY BASED AT THE NAME OF AIRPORT MUNICIPAL AIRPORT

Operators that are not permanently based at the Name of Airport Municipal Airport are welcome to use the Airport for normal general aviation operations. The determination of which section below applies to the Operator is determined solely by the Authority.

11.1 Seasonal Operators

Seasonal Operators are those Operators that operate from the Airport on a seasonal basis. Other than being allowed to land, takeoff, tie-down, purchase fuel, and any other activities specifically identified in the FAA Airport Compliance Manual – Order 5190.6B, the Seasonal Operators are required to comply the Minimum Standards.

11.2 Transitory Operators

Transitory Operators are those Operators that from time to time utilize the Airport for their normal operations. Transitory Operators can not sell their services as being based on the Name of Airport Municipal Airport. Operators that would fit into this category would include, but not be limited to, Air Taxi Services, Air Charter Services, Air Ambulance Services, Air Banner Services and Flight Training.

11.3 Other Operators

All other operators are required to meet the Minimum Standards.

12 ARTICLE ELEVEN

ADOPTION AND AMENDMENT TO MINIMUM STANDARDS

12.1 Adoption

These Minimum Standards shall become effective as of March 12, 2012.

X 2022

Name of Airport Municipal Airport Minimum Standards for Commercial Aeronautical Activities

12.2 Amendment

The Authority reserves the right to amend these Minimum Standards at its own discretion. Prior to all amendments, a written comment period of sixty (60) days will transpire for all proposed amendments. Proposed amendments will be distributed by certified mail to all Operators at the Airport affected by the Minimum Standards, for comment on proposed amendment(s). Certified mail will be sent to the most current address provided by the Operator to the Authority. Written comments will be discussed at the next regularly scheduled meeting of the Authority. The proposed amendment(s) to the Minimum Standards will be adopted at the following regularly scheduled meeting of the Authority.

12.3 Temporary Exemption for Building Requirement

For the operators where the minimum standards require a building to be constructed as defined in Section 1.3, a temporary transition waiver is provided. The requirement for the building can be waived until March of 2015. In order to receive this waiver, the building site plan and location must be approved by the Authority and all site development other than the building must be completed prior to commencement of services by the operator. Failure to complete the construction of the building by November of 2015 will be considered a breach of contract and will result in the termination of the lease. In that event, the Operator will be required to remove all improvements made or transfer ownership to the Authority.

Outline →

Lease Rate 1% yr

Terms

SSOS

Fw: Minimum standards

Howard Nitzel <howard.nitzel@duncanaviation.com>

Fri 1/7/2022 8:04 AM

To: ghier56@gmail.com <ghier56@gmail.com>

REAL Estate TAX?



HOWARD NITZEL

WEEKEND / PROJECT MANAGER

DIRECT: +1 402.475.2611 | CELL: +1 402.432.2368

www.DuncanAviation.aero

From: Howard Nitzel <howard.nitzel@duncanaviation.com>

Sent: Friday, January 7, 2022 8:02 AM

To: Jerry Wilcox <jerry.wilcox@crete.ne.gov>

Cc: blainespanjer@windstream.net <blainespanjer@windstream.net>; Kirk Keller <kirk.keller@duncanaviation.com>; ghier@gmail.com <ghier@gmail.com>

Subject: Re: Minimum standards

Yes, I did, and I will get you the draft Monday.

Basically, I used the simpler "Wahoo" version and added several details from the 65 page version.

Blaine,

For the majority of our requests, should we add specific basic guidance for operator constructed buildings on Airport property?

I.E.:

Process is started with a written LOI (Letter of Intention) - As in the Minimum Standards

Operator responsible for all of the following costs:

Design and engineering

Site prep

All Building, and construction costs

Ramp, taxi way and vehicle parking

Continuing maintenance of above.

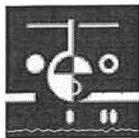
Utility installation. Gas, Electricity, Sewer and Water

In compliance with the Minimum Standards and Airport Regulations.

The "land" will be Leased from the Airport for 1% of the Appraised value per year , for a term of 25 years, with 1 optional 10 year extension.

At the end of said term, the building will become property of the Airport Authority.

Add to 2-1-4



HOWARD NITZEL

WEEKEND / PROJECT MANAGER

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www.DuncanAviation.aero

E7	Terry Anderson
G8	Capital Auto Sales
D9	Cessna 414 LLC
F2	Carry Crist
E2	Andrew Donesky
C7	Emrich Aerial
C1	Samual Greenfield
C6	Jason Killingsworth
E1	RJ Lehr
A6	Bill Stukenholtz

CRETE MUNICIPAL AIRPORT**JANUARY 11, 2021**

Name	ITEMS	Balance	JANUARY Current	DECEMBER Over 30	NOVEMBER Over 60	OCTOBER Over 90	SEPTEMBER Over 120	AUGUST Over 150	PAST DUE
CURRENT TENANTS									
UNL	RENT	\$1,200.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$200.00	\$600.00
STUKENHOLTZ, BILL	RENT APRIL 21	\$720.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$40.00	\$420.00
STUKENHOLTZ, BILL	RENT AUGUST 21	\$1,140.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$475.00
STUKENHOLTZ, BILL	RENT SEPT 21	\$900.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00		\$280.00
SUBTOTAL			\$360.00	\$360.00	\$360.00	\$360.00	\$360.00	\$335.00	\$1,775.00
PREVIOUS TENANTS									
MARINIELLO, PETE ROBERT	RENT	\$1,425.00						\$1,425.00	\$1,425.00
ANGELL, JESSE	RENT	\$745.00					\$95.00	\$650.00	\$745.00
PRINTZ, ED	RENT & FUEL	\$135.00						\$135.00	\$135.00
CRETE SKYDIVING CENTER 91803	RENT, FUEL & ELECTRIC	\$1,658.30						\$1,658.30	\$1,658.30
SUBTOTAL									\$3,963.30
TOTAL									\$5,738.30

	DOOR	RATE
2020 Rates	36	\$90.00
	40	\$95.00
	42	\$100.00
	45	\$110.00
	48	\$125.00
	end	\$65.00
	A	\$70.00

Crete Fuel, LLC
Flowage Tracker - 2021

	100LL	Jet-A	MoGAS	Total Gallons	Flowage Fee
Jan	505.4	1,626.9	43.0	2,175.3	\$174.02
Feb	791.6	2,080.0	20.7	2,892.3	\$231.38
Mar	900.3	2,068.3	30.5	2,999.1	\$239.93
Apr	1,514.8	1,960.7	25.9	3,501.4	\$280.11
May	1,474.9	2,433.0	34.6	3,942.5	\$315.40
Jun	2,393.4	2,390.8	68.5	4,852.7	\$388.22
Jul	2,171.2	3,045.1	303.5	5,519.8	\$441.58
Aug	3,452.2	3,390.9	52.2	6,895.3	\$551.62
Sep	2,546.5	3,404.6	0.0	5,951.1	\$476.09
Oct	2,086.4	3,151.5	0.0	5,237.9	\$419.03
Nov	1,494.5	2,444.5	0.0	3,939.0	\$315.12
Dec	722.2	3,295.3	0.0	4,017.5	\$321.40
	20,053.4	31,291.6	578.9	51,923.9	\$4,153.91





CRETE AIRPORT AUTHORITY MEETING

December 15, 2021 at 8:15 AM
Crete City Hall, 243 East 13th Street

MINUTES

Notice of the meeting was given by posting, the appointed method for giving notice as shown by the attached notice, at the following locations:

City Hall, 243 East 13th Street
Post Office, 1242 Linden Avenue
City Bank and Trust, 1135 Main Avenue

Advance notice of the meeting was also given to committee members. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open meetings Act, Laws of the State of Nebraska, in the back of the council chambers. All proceedings shown were taken while the meeting was open to the attendance of the public.

1. Open Meeting

2. Roll Call

Anthony Fitzgerald: Absent
Kirk Keller: Present
Howard Nitzel: Present
Greg Hier: Present
Blaine Spanjer: Present
Present: 4, Absent: 1.

3. Petitions - Communications - Citizen Concerns

4. Items of Business

4.A. Review and discuss requirements for 3rd party hangars to be built on City property.

Different ideas on 3rd party hangar requirements were discussed. Chairperson Blaine Spanjer recommended updating the committees and then having the Lease Committee draw up a draft of the rates and requirements to review for next month's meeting.

4.B. Review and discuss Capital Improvements Plans.

Doing the parallel taxi lane as the project for the 3 year plan and building a hangar for the

6 year plan were discussed. Committee member Howard Nitzel will work with Chris Corr of Olsson to get the plans updated for approval at the next meeting.

4.C. Review and update committees.

Authority member Howard Nitzel put a few committees together that need two people for each one. The AIP (Airport Improvement Plans) Committee will be Anthony Fitzgerald and Greg Hier. The Lease Committee will be Kirk Keller and Howard Nitzel. The Facility Committee will be Howard Nitzel and Greg Hier. Chairperson Spanjer will review and give input on committee agendas.

5. Officers' Reports

5.A. Airport Manager Report

Shaun reported changes to hangar occupants. He also reported that the new fueling system is operational and the snow equipment is ready.

Representatives from Emrich Spraying Services were on hand to discuss the possibilities of building a corporate hangar on the Crete Municipal Airport. They have looked at other locations, but are interested in the future improvements planned at the Crete Airport and are very satisfied with the work they have had the FBO do for them. They would base their spraying services from the facility, hoping to be able to utilize more days during the season with a concrete runway. A draft copy of some requirements for building on city property was provided. More information should be available at the next meeting.

5.B. Authority Chair and Member Reports

Authority member Howard Nitzel mentioned the fascia and shingles on the helicopter hangar needing repaired. An update was given on hangar vacancies, payments being current, and missing updated insurance from a few tenants.

6. Consent Agenda

Approve consent agenda as presented. Carried with a motion by Howard Nitzel and a second by Greg Hier.

Kirk Keller: Aye, Howard Nitzel: Aye, Greg Hier: Aye, Blaine Spanjer: Aye
Aye: 4, No: 0

6.A. Approve Meeting Minutes

6.B. Accept the City Treasurer's Report

6.C. Approve the Payment of Claims Against the Airport Authority

7. Adjournment

CITY OF CRETE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING DECEMBER 31, 2021

AIRPORT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES</u>					
050-4001	PROPERTY TAX - BONDS	102.17	914.38	24,780.00	23,865.62 3.7
050-4002	HOMESTEAD ALLOCATION	.00	.00	1,000.00	1,000.00 .0
050-4007	MOTOR VEHICLE PRO-RATE	.00	9.47	50.00	40.53 18.9
050-4107	GS SALES	1,925.72	2,962.54	8,000.00	5,037.46 37.0
050-4215	PROPANE SALES	(348.46)	(366.20)	.00	366.20 .0
050-4809	LB 1091 FUNDS	590,755.00	590,755.00	800,000.00	209,245.00 73.8
050-4904	MISCELANEOUS INCOME	20.00	8,680.40	20,000.00	11,319.60 43.4
050-4909	HANGAR RENT	16,075.90	41,064.03	80,000.00	38,935.97 51.3
050-4913	LEASE - LAND, BLDG., TOWER	315.12	1,560.24	18,000.00	16,439.76 8.7
	TOTAL REVENUES	608,845.45	645,579.86	951,830.00	306,250.14 67.8
	TOTAL FUND REVENUE	608,845.45	645,579.86	951,830.00	306,250.14 67.8
<u>{EXPENDITURES}</u>					
050-5220	TELEPHONE	122.43	366.85	1,400.00	1,033.15 26.2
050-5320	INFRASTRUCTURE PROJECTS	590,754.54	590,754.54	800,000.00	209,245.46 73.8
050-5330	BUILDING & GROUNDS MAINT.	245.48	16,348.31	21,050.00	4,701.69 77.7
050-5390	PRINTING, PUBLICATIONS, LEGALS	89.45	110.73	500.00	389.27 22.2
050-5791	VEHICLE/EQUIPMENT REPAIRS	323.49	537.93	8,000.00	7,462.07 6.7
050-5800	VEHICLE/EQUIPMENT FUEL	.00	.00	2,000.00	2,000.00 .0
050-6020	MISC. SUPPLIES	.00	.00	600.00	600.00 .0
050-6199	MANAGER CONTRACT	6,666.68	13,333.36	50,000.00	36,666.64 26.7
050-7530	UTILITIES	1,279.03	3,756.34	20,000.00	16,243.66 18.8
050-8500	MISC. OPERATING	.00	.00	1,000.00	1,000.00 .0
050-9720	INSURANCE	.00	11,362.93	17,500.00	6,137.07 64.9
050-9820	AUDIT EXPENSE	.00	825.00	.00	(825.00) .0
050-9860	PROFESSIONAL SERVICES	.00	.00	5,000.00	5,000.00 .0
050-9970	DEBT AMORTIZATION	.00	.00	24,000.00	24,000.00 .0
050-9971	BOND INTEREST	.00	.00	780.00	780.00 .0
	TOTAL EXPENDITURES	599,481.10	637,395.99	951,830.00	314,434.01 67.0
	TOTAL FUND EXPENDITURES	599,481.10	637,395.99	951,830.00	314,434.01 67.0
	NET REVENUE OVER EXPENDITURES	9,364.35	8,183.87	.00	(8,183.87) .0

Report Criteria:

Invoice Detail.GL account = "0500000"- "0509999"

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	PO Number	Period	GL Account
AMGL (195)									
1477 2	1	Invoice	ANNUAL AUDIT	12/30/2021	01/13/2022	1,900.00		00/00	050-9820
Total AMGL (195):						1,900.00			
CITY REVENUE FUND (860)									
12 21	1	Invoice	WATER	01/01/2022	01/13/2022	25.05		00/00	050-7530
Total CITY REVENUE FUND (860):						25.05			
CRETE ACE HARDWARE (1060)									
14197	1	Invoice	HARDWARE AND LIFT	12/01/2021	01/13/2022	289.78		00/00	050-5330
14267	1	Invoice	LIFT RENTAL	12/02/2021	01/13/2022	189.72		00/00	050-5330
Total CRETE ACE HARDWARE (1060):						479.50			
CULLIGAN WATER SERVICE (1160)									
12 21	1	Invoice	DRINKING WATER	12/31/2021	01/13/2022	48.00		00/00	050-7530
Total CULLIGAN WATER SERVICE (1160):						48.00			
ELEVATE AIR SERVICE LLC (1525)									
12	1	Invoice	AIRPORT MANAGEMENT	01/01/2022	01/01/2022	3,333.34		12/21	050-6199
Total ELEVATE AIR SERVICE LLC (1525):						3,333.34			
IES COMMERCIAL INC (2300)									
3425055-01	1	Invoice	RUNWAY LIGHT REPAIRS	12/30/2021	01/13/2022	626.62		00/00	050-5330
Total IES COMMERCIAL INC (2300):						626.62			
NORRIS PUBLIC POWER DISTRICT (3685)									
12 21	1	Invoice	ELECTRICITY	01/01/2022	01/13/2022	1,038.26		00/00	050-7530
Total NORRIS PUBLIC POWER DISTRICT (3685):						1,038.26			
SAPP BROS PETROLEUM (4505)									
3711577	1	Invoice	SRE PROPANE	12/21/2021	01/13/2022	174.35		00/00	050-7530
3711577	2	Invoice	#1 PROPANE	12/21/2021	01/13/2022	391.85		00/00	050-4215
Total SAPP BROS PETROLEUM (4505):						566.20			
SEWARD COUNTY INDEPENDENT (4590)									
141519	1	Invoice	MEETING NOTICE	12/29/2021	01/13/2022	11.45		00/00	050-5390
Total SEWARD COUNTY INDEPENDENT (4590):						11.45			
SNYDER DIVERSIFIED SERVICES (4697)									
2021	1	Invoice	RUNWAY REPAIRS	12/31/2021	01/13/2022	23,481.25		00/00	050-5330
Total SNYDER DIVERSIFIED SERVICES (4697):						23,481.25			
WINDSTREAM (5465)									
01 22	1	Invoice	PHONE-AIRPORT	01/01/2022	01/13/2022	122.43		00/00	050-5220

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	PO Number	Period	GL Account
Total WINDSTREAM (5465):						122.43			
Grand Totals:						31,632.10			

Report GL Period Summary

GL Period	Amount
00/00	28,298.76
12/21	3,333.34
Grand Totals:	31,632.10

Vendor number hash: 31102
 Vendor number hash - split: 35607
 Total number of invoices: 12
 Total number of transactions: 13

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	31,632.10	.00	31,632.10
Grand Totals:	31,632.10	.00	31,632.10

Report Criteria:

Invoice Detail.GL account = "0500000"- "0509999"