



MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES

BOISE AIRPORT

TABLE OF CONTENTS

Section 1: GENERAL

1.	Introduction.....	Page 2
2.	Statement of Policy.....	Page 3
3.	Application.....	Page 3
4.	Action on Application.....	Page 4
5.	Minimum Standards and Limitations for all Operators.....	Page 5

SECTION 2: COMMERCIAL OPERATORS

1.	Fixed Base Operator.....	Page 9
2.	Avionics, Instrument and/or Propeller Repair.....	Page 10
3.	Airframe & Power Plant Maintenance or Manufacturing.....	Page 10
4.	Flight Instruction.....	Page 11
5.	Aircraft Charter and Air Taxi Service.....	Page 12
6.	Aircraft Rental.....	Page 12
7.	Miscellaneous Commercial Aeronautical Activities.....	Page 13

APPENDIX.....	Page 14
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SECTION 1: GENERAL

Governing Authority: The Boise Airport (the "Airport") is owned by the City of Boise ("City") and operated by the Boise Department of Aviation under the direction of the Airport Director.

1. INTRODUCTION

The City is responsible for the administration of the Airport. To foster, encourage, and ensure the economic growth and orderly development of aviation and related aeronautical activities at the Airport, and to ensure adequate aeronautical services and facilities to the users of the Airport, the City has established these Minimum Standards governing operators of commercial aeronautical activities (hereinafter referred to as "Operators") at the Airport.

These Minimum Standards set forth the minimum requirements for an Operator to conduct commercial aeronautical activities at the Airport. These Minimum Standards are not intended to be all inclusive. An Operator must also comply with applicable federal, state and local laws, codes, ordinances and other similar regulatory measures, including Airport Rules and Regulations pertaining to its activities.

An Operator must execute a written agreement prior to performing any commercial aeronautical activities. The contract provisions, however, will be compatible with the Minimum Standards herein contained and will not diminish the minimum standards and requirements themselves. Information relative to rentals, fees and charges applicable to the aeronautical services or tenancy included herein will be made available to the prospective operator by the Airport Director, or his or her designee, at the time of application or during the contract negotiations.

These Minimum Standards may be supplemented and amended by the Airport, from time to time, and in such manner and to such extent as is deemed proper. The City will publicly post any amendments of these Minimum Standards for no less than 30 days prior to the effective date of the amendment and/or supplement. Amendments to these Minimum Standards shall apply to existing Operators to the greatest extent possible, as permitted under the terms of any existing agreement. Failure to comply with these Minimum Standards may be an event of default under an Operator's agreement.

2. STATEMENT OF POLICY

The City shall provide access to the Airport for commercial aeronautical activities on a reasonable and not unjustly discriminatory basis.

The City shall not, however, act in any manner that may afford an Operator an exclusive right to conduct a given commercial aeronautical activity at the Airport. The City reserves the right to designate the specific Airport areas in which the individual, or a combination of, aeronautical services or other activities may be conducted. Such designation shall give consideration to the nature and extent of the operation and the lands and improvements available for such purpose, consistent with the orderly and safe operation of the Airport.

3. APPLICATION

A prospective Operator shall submit an official application to the Airport Director or his/her designee including the following information and, thereafter, such additional information as may be requested by the City.

A. Contents of Application

Prior to being offered a written agreement for operating at the Airport, a prospective Operator must submit a business plan including a detailed description of the scope of the intended operation, and the means and methods to be employed to achieve the applicable Minimum Standards. The business plan must include at least the following:

- a. The type and structure of proposed organization including copies of articles of incorporation, by-laws, partnership agreements, etc.
- b. The business principles (owners, partners, investors, board of directors, etc.), ownership percentage of each, and a disclosure of any cross-ownership with any other existing Operator at the Airport.
- c. The calendar of proposed milestone dates for construction and/or startup.
- d. The services/operations to be engaged in.
- e. The amount, size, and location of land to be leased.
- f. The size and position of building space to be constructed or leased.

- g. The position descriptions/qualifications for all proposed employees, include names where known.
- h. The number and types of based aircraft (if applicable).
- i. The proposed hours of operation.
- j. The amounts and types of insurance coverage to be maintained.

B. Financial and Managerial Responsibility and Capability

The prospective Operator must provide a statement, satisfactory to the City, in evidence of his financial responsibility, from an Idaho bank or trust company or from such other source that may be acceptable to the City and readily verified through normal banking channels. The prospective Operator must also demonstrate financial capability to initiate operations and for the construction of improvements and appurtenances that may be required or set forth in the prospective Operator's business plan. The prospective Operator shall also indicate its ability to provide working capital to carry on the contemplated operations, once initiated. The demonstration of financial and managerial capability must include a cash flow and profit and loss projection for the first five years of the proposed operation.

C. Experience

The prospective Operator shall furnish the City with a statement of their past experience in providing similar commercial aeronautical activities at the Airport or other airports.

4. ACTION ON APPLICATION

The City will make reasonable efforts to review and act on an application within 90 days from receipt. Applications may be denied for one or more of the following reasons:

- A. The applicant does not meet the qualifications, standards, and requirements established by these Minimum Standards.
- B. The applicant's proposed operations or construction will create a safety hazard on the Airport.
- C. The granting to the application will require the expenditure of local funds, labor, or materials on the facilities described in or related to the application, or the operation will result in a financial loss to the City.

- D. There is no appropriate or adequate available space or building on the Airport to accommodate the proposed activity of the applicant.
- E. The proposed operation or any construction associated with the operation does not comply with the approved Airport Layout Plan.
- F. The development or use of the area requested will result in a congestion of aircraft or buildings, or it will result in unduly interfering with the operations of any existing Operator on the Airport.
- G. The development or use of the area deprives an existing Operator of portions of its leased area.
- H. Any party applying, or interested in the business, has supplied false information, or has misrepresented any material fact in the application or in supporting documents, or has failed to make full disclosure on the application.
- I. Any party applying, or having an interest in the business, has a record of violating the Rules, the rules and regulations of any other airport, or other relevant federal or state regulations.
- J. Any party applying, or having an interest in the business, has defaulted in the performance of any lease or other agreement with the City at the Airport, or any lease or other agreement at any other airport.
- K. Any party applying, or having an interest in the business, is not sufficiently creditworthy and responsible in the judgment of the City to provide and maintain the business and to promptly pay amounts due under the lease.
- L. The applicant does not have the finances necessary to conduct the proposed operation for a minimum period of six months.
- M. The applicant has committed any crime, or violated any local ordinance, rule, or regulation, which adversely reflects on its ability to conduct the operation.

5. MINIMUM STANDARDS AND LIMITATIONS FOR ALL OPERATORS

A. Requirement of a Written Lease Agreement

An Operator must (i) enter into a written lease and operating agreement with the City, or (ii) a sublease approved by the City and a written operating agreement with the City. The lease and/or operating agreement will recite the terms and conditions under which the Operator will conduct business on the Airport, including but not limited to, the term of agreement, the rentals, fees and charges, the rights, privileges and obligations of the respective parties and other relevant covenants.

B. Apron/Paved Tie-downs

Apron associated with hangars shall be adequate to accommodate the movement of aircraft into and out of the hangar and the staging and parking of aircraft. Apron/paved tie-downs must be:

- a. Contiguous to Operator's leased or subleased space and separated by no more than a taxi-lane which allows Operator to taxi or to tow aircraft without traversing a taxiway or public roadway.
- b. Of adequate size and weight-bearing capacity to accommodate the movement, staging, and parking of the largest aircraft currently and/or anticipated to utilize the Operator's leased premises.
- c. Able to accommodate the Operator's aircraft fleet.
- d. Located to provide unimpeded movement of aircraft in and out of other facilities and/or operating to and from taxi-lanes or taxiways.

C. Certificates

An Operator shall ensure that it and its personnel maintain all required certificates, permits, and authorizations to conduct its commercial aeronautical activities.

D. Insurance

The Operator shall procure and maintain, during the term of their agreement, insurance of the types and in at least the minimum limits set forth on **Appendix A**, depending on the type of commercial aeronautical activity being conducted. The insurance company, or companies, writing the required policy, or policies, shall be licensed to do business in the State of Idaho.

Where more than one commercial aeronautical activity is proposed, the minimum limits will vary (depending 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 insurance coverage on combinations of services will be discussed with the prospective Operator at the time of application or otherwise during lease negotiations.

All insurance (other than workers' compensation and employer liability) shall include the City of Boise and their assigns as additional named insureds. The Operator shall furnish evidence of their compliance with this requirement to the Airport Director or his/her designee with proper certification that such insurance is in force and will furnish additional certification as evidence of changes in insurance not less than ten (10) days prior to any such change, if the change results in a reduction. In the event of cancellation of coverage, thirty (30) days prior notice of cancellation shall be conveyed to the Airport Director or his/her designee by the underwriter. An Operator shall provide a current certificate of insurance throughout the term.

Applicable insurance coverage shall be in force during any construction of the Operator's facilities and/or prior to their entry upon the Airport for the conduct of business.

E. Subleases

All subleases for the purpose of conducting a commercial aeronautical activity are subject to City approval via the Airport Director or his/her designee.

F. Environmental Compliance

All Operators must:

- a. Comply with federal, state, and local environmental laws.
- b. Maintain Spill Prevention, Control, and Countermeasure (SPCC) plans where required and report all spills to Airport Operations.
- c. Properly manage and dispose of hazardous materials and waste.
- d. Implement best practices for stormwater management. Impacts to the stormwater system may require a Stormwater Pollution Prevention Plan (SWPPP).

- e. Avoid practices that attract wildlife hazardous to aviation, consistent with FAA AC 150/5200-33.
- f. Environmental remediation for incidents caused by the Operator is the responsibility of the Operator.

G. 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 City for the Airport and in effect from time to time and shall take such steps as may be necessary or directed by the City to ensure that officers, employees, representatives, invites, and guests of Operator observe such requirements.

H. Safety Management System (SMS):

Each Operator will participate in any safety risk management (SRM) panel or other SMS activity as determined by the Airport Safety Management System program, including mitigation activities as determined by the SRM panel.

I. Waivers

The City may issue a waiver for all or any portion of the Minimum Standards for the benefit of any government or government agency providing public or emergency services, including, for example, and without limitation: law enforcement, disaster relief, search and rescue, fire prevention and firefighting.

In all other instances, the City may approve a waiver of the Minimum Standards upon finding that each of the following conditions is satisfied:

- a. The Operator seeking the waiver will be the only operator on the Airport to provide a specific product, service, or facility as of the effective date of the Agreement.
- b. The Operator has agreed to come into substantial or full compliance with the Minimum Standards within a prescribed schedule, as required by the City as a condition of granting the waiver.
- c. The schedule is enforceable by the City.
- d. The waiver is needed to alleviate the financial burden of initiating a new or expanding an existing commercial aeronautical activity at the Airport.

- e. The City finds that the waiver will not materially interfere with the Operator's ability to provide high quality products, services and facilities to Airport users.

In extraordinary circumstances, the City may also grant a waiver under circumstances that are fair and equitable when the Operator is unable to satisfy all the above conditions.

SECTION 2: COMMERCIAL OPERATORS

1. FIXED BASE OPERATOR

A Fixed Base Operator (FBO) is an entity which maintains facilities at the Airport for the purpose of conducting aircraft line services including: fueling, lubricating, ramp parking, aircraft tie down, aircraft Towing, and hangar storage. Provided that it meets the applicable Minimum Standards, an FBO may also conduct additional specialized commercial aeronautical activities.

- A. Land: An FBO must lease at least five (5) acres of contiguous property from the City. An FBO may not operate as a sublessee.
- B. Hangars: An FBO shall construct or lease from the City at least one hangar space with a minimum of ten thousand (10,000) square feet of floor space including offices, public facilities, hangar and storage space.
- C. Facilities: FBO shall allocated at least one thousand (1,000) square feet of floor area of the total building(s) area for use as crew and passenger lounge facilities, public rest rooms, and general administration of the FBO operations.
- D. Towing and Aircraft Emergency Recovery: An FBO shall provide adequate towing and aircraft emergency recovery equipment and services. Equipment should be suitable for recovering aircraft up to the maximum size and weight of aircraft typically serviced by FBO. The FBO must provide the Airport Director or his/her designee an inventory of aircraft recovery equipment and procedures to notify FBO personnel of need for aircraft recovery (both during and after business hours).
- E. Fueling: An FBO shall provide at least two grades of aviation fuel, including Avgas and Jet A.

- a. FBO shall own and have housed on their leased property, two fixed above ground fuel storage tanks, one Avgas and one Jet A with a minimum capacity of twelve thousand (12,000) gallons each.
 - b. FBO shall own two metered, filter equipped dispensers, fixed or mobile, for dispensing Avgas and Jet A from said storage tanks. If the FBO elects to utilize mobile dispensing trucks, such trucks shall have a minimum capacity of five hundred (500) gallons for Avgas, and one thousand (1,000) gallons for Jet A.
 - c. Quality control of the fuel is the responsibility of the FBO. Fueling service by the FBO shall be in full compliance with Airport Rules and Regulations, and FAA regulations, including proper fire protection and electrical grounding of aircraft during fueling operations.
- F. Insurance: Operator shall provide certificates of insurance and in the amounts specified in Appendix A to these Minimum Standards and in the Airport Rules and Regulations for fuel storage.
- G. Hours of Operations: Services shall be available by the FBO seven (7) days a week during published business hours. After hours service shall be available upon request, subject to published rates and response times.

2. AVIONICS, INSTRUMENT AND/OR PROPELLER REPAIR

An Avionics, Instrument or Propeller Repair Facility Operator is an entity engaged in the business of and providing a facility for the repair of aircraft radios and electrical systems, instruments, propellers and other accessories of the type repaired.

- A. Building: The Operator shall lease from the City an area of land on which to be erected a building (or sublease from an FBO with the approval of the City) which shall provide a minimum of two thousand (2,000) square feet of shop and hangar space including public facilities for restrooms (which may be shared with other Operators).
- B. Service Hours: Operator shall have services available five (5) days per week during published business hours, and on-call outside of these hours.
- C. Parts: Operator shall maintain a supply of exchange or replacement (new and/or used) parts to the extent necessary to meet the reasonable needs of the Lessee's customers.

3. AIRFRAME & POWER PLANT MAINTENANCE OR MANUFACTURING

An Airframe and Power Plant Repair Facility Operator is an entity that holds applicable certificates and ratings from the FAA, and which provides one or a combination of airframe and power plant repair services. This category of service will also include the sale of aircraft parts and accessories.

- A. Building: The Operator shall lease from the City an area of land on which to be erected a building (or sublease from an FBO with the approval of the City) which shall have a minimum of six thousand (6,000) square feet of shop and hangar space including public facilities including restrooms and customer access areas (which may be shared with other Operators). The Operator's building must meet the requirements of local and state fire codes for the type of maintenance proposed.
- B. Service Hours: Operator shall have services available five (5) days per week during published business hours, and on-call outside of these hours.
- C. Parts: Operator shall maintain a supply of exchange or replacement (new and/or used) parts to the extent necessary to meet the reasonable needs of the Lessee's customers.
- D. An Operator desiring to offer aircraft painting services shall be required to meet all current and future local, state and Federal environmental, OSHA, and fire codes which pertain to this type of facility and operation

4. FLIGHT INSTRUCTION

This category of Operator is a person or persons, firm or corporation engaged in instructing pilots in dual and solo flight training, in fixed and/or rotary wing aircraft, in land or sea aircraft, and provides such related ground school instruction as is necessary preparatory to taking a written examination and flight check ride for the category or categories or pilots' licenses and ratings involved.

- A. Building: The Operator shall lease from the City an area of land on which to be erected a building (or sublease from an FBO with approval of the City) which shall have a minimum of one hundred fifty (150) square feet of office space and with accommodations available for customers and visitors to include restrooms (which may be shared with other Operators). Adequate floor space shall be provided for classrooms, pilot briefing room, and lounge.

- B. Aircraft: Operator shall have available for use in training either owned or under written lease to Operator, a sufficient number of aircraft properly certificated and airworthy to handle the proposed scope of training operation.
- C. Service Hours: Operator shall have services available five (5) days per week during published business hours, and on-call outside of these hours.
- D. Operator shall have on duty, or on call, at least one (1) flight instructor currently certificated by the Federal Aviation Administration to provide the type of flight training offered.

5. AIRCRAFT CHARTER AND AIR TAXI SERVICE

An Aircraft Charter (Commercial Operator) and an Air Taxi Operator is a person or persons, firm or corporation engaged in the business of providing air transportation (persons or property) to the public for hire, either on a charter basis or as an Air Taxi Operator, as defined by the Federal Aviation Administration.

- A. Building: Operator shall have available from the City an area of land on which will be erected a building (or make arrangements with an FBO or Service Operator with the approval of the City) which shall have a minimum of one hundred fifty (150) square feet of office space and with accommodations available for a customer lounge to include restrooms (which may be shared with other Operators).
- B. Aircraft: Operator shall have available for charter and air taxi not less than one (1) aircraft which must meet the requirements of the Air Taxi Commercial Certificate established by the Federal Aviation Administration.
- C. Personnel: Operator shall have on call, trained personnel with current FAA-certificated pilots to permit the flight activity offered by the Operator.
- D. Service Hours: Operator shall have services available five (5) days per week during published business hours, and on-call outside of these hours.

6. AIRCRAFT RENTAL

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

- A. Building: Operator shall lease from the City an area of land on which will be erected a building (or sublease from an FBO or Service Operator with the approval of the City) which shall have a minimum of one hundred fifty (150)

square feet of office space and with accommodations available for customers and visitors to include restrooms (which may be shared with other Operators).

- B. Aircraft: Operator shall have available for rental, either owned or under lease to the operator, a sufficient number of aircraft properly certificated to handle the proposed scope of operation.
- C. Hours: Operator shall have services available five (5) days per week during published business hours, and on-call outside of these hours.

7. MISCELLANEOUS COMMERCIAL AERONAUTICAL ACTIVITIES

- A. This section addresses other Commercial Aeronautical Activities that are too varied to reasonably permit the establishment of specific minimum standards for each. Some of the Commercial Aeronautical Activities in this category include but are not limited to:
 - a. Nonstop sightseeing flights that begin and end at the same airport with a 25-mile radius of the airport.
 - b. Aerial photography or survey.
 - c. Firefighting.
 - d. Power line or pipeline patrol.
 - e. Aircraft sales (new or used)
 - f. Any other commercial aeronautical activity not specifically defined in these Minimum Standards.
- B. Operators conducting a Miscellaneous commercial aeronautical activity must meet the general requirements of these Minimum Standards. The City reserves the right to determine whether any additional requirements will apply depending on the nature of the proposed commercial aeronautical activity.

APPENDIX - A

SCHEDULE OF MINIMUM INSURANCE REQUIREMENTS

1. Authorized Insurance Companies and Certificates of Insurance. Any insurance policy shall be written by insurance companies authorized to do business in the State of Idaho and shall be written by companies approved by the City and with an A.M. Best rating of no less than A:VII. Certificates of insurance shall be delivered to City at least ten (10) days prior to the effective date of the insurance policy for which the certificate is issued. Each such certificate shall contain (1) a statement of the coverage provided by the policy; (2) a statement certifying the City to be listed as an additional insured in the policy (except for Workers' Compensation and Employer's Liability); (3) a statement of the period during which the policy is in effect; (4) a statement that the annual premium or the advance deposit premium for such policy has been paid in advance; and (5) an agreement by the insurance company issuing such policy that the policy shall not be canceled or reduced in amount for any reason whatsoever without at least fifteen (15) days' prior written notice to the City.
2. An Operator may not utilize self-insurance to satisfy the requirements of Appendix A.
3. The City reserves the right to modify this Appendix A at any time. The City may impose additional and/or more specific insurance requirements depending on the nature of the commercial aeronautical activity or the Operator's agreement with the City (e.g., a lease of a facility versus a ground lease).
4. Minimum Insurance Requirements
 - A. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - B. **Automobile Liability:** with limits no less than **\$1,000,000** per accident for bodily injury and property damage. or if Operator has no owned autos, hired and non-owned autos, with limit no less than **\$1,000,000** per accident for bodily injury and property damage. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Operator pursuant to the contract. This coverage may also be provided as part of the Pollution Legal Liability and Remediation policy.

- C. **Workers' Compensation** insurance with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- D. **Pollution Legal Liability and Remediation and/or Errors & Omissions** applicable to operations with underground or above ground fuel storage tanks, fueling or refueling operations with a limit no less than **\$2,000,000** per claim or occurrence and **\$2,000,000** aggregate per policy period of one year. This policy shall include coverage for bodily injury, property damage personal injury and environmental site restoration, including fines and penalties in accordance with applicable EPA or state regulations.
- E. **Hangar keepers Liability:** with a limit not less than **\$1,000,000** combined single limit per occurrence and **\$1,000,000** aggregate.
- F. **Property Insurance:** For an Operator leasing property from the City, not less than **\$1,000,000** Legal Liability Coverage (ISO Form CP 00 40 or equivalent) on all real property being leased, including improvements and betterments owned by the City of Boise, and shall name the City of Boise as a loss payee. Operator shall also provide property insurance on all personal property and betterments and improvements contained within or on the leased premises. The policy must be written on an "all risks" replacement cost basis, excluding earthquake and flood, with no more than a ninety (90) percent co-insurance requirement, and Operator shall name City of Boise as a loss payee for its interest in the property.

FBOs and Flight Schools:

1. **Airport Liability Insurance**, on an "occurrence" basis, including products and completed operations, property damage, bodily injury with limits no less than **\$5,000,000** per occurrence, including owned and non-owned aircraft coverage.

All other Operators:

1. **Airport Liability Insurance**, on an "occurrence" basis, including products and completed operations, property damage, bodily injury with limits no less than **\$1,000,000** per occurrence, including owned and non-owned aircraft coverage.