



MINIMUM STANDARDS

FOR THE CONDUCT OF
COMMERCIAL ACTIVITIES
AT THE
ST. CLOUD REGIONAL AIRPORT

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DEFINITIONS

The following words and terms shall have meanings as indicated below, unless the context clearly requires otherwise:

Aircraft is any device used or designed for navigation or flight in the air including, but not limited to, an airplane, sailplane, helicopter, ultra-light, balloon or blimp.

Air taxi or Charter is the commercial operation of providing non-scheduled air transportation of persons or property for hire..

Aeronautical Activity is any 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 operations.

Aircraft Operation is an aircraft arrival at, or departure from, the airport.

Airport means the St. Cloud Regional Airport and all of the area, buildings, facilities, and improvements within the interior boundaries of such Airport as it now exists or as it may herein after be extended or enlarged and as depicted on a recognized current Airport Master Plan.

Airport Director is the individual employed by the City of St. Cloud to manage the normal daily activities and provide continuity for long range planning and development of the airport.

Airside is all property inside the perimeter of the fence surrounding the airport and/or other areas as defined by the Airport Director.

ALP is the current approved Airport Layout Plan depicting the physical layout of the airport and identifying the location and configuration of current runways, taxiways, buildings, roadways, utilities, nav aids, etc.

AOA is the Airport Operations Area and shall be all areas of the airport within the perimeter fencing or property line exclusively reserved for the operation, placement, movement and storage of aircraft and all areas adjacent thereto as defined by FAA regulations and/or the Airport Director.

Apron Privilege means the permission to operate a vehicle upon an aircraft-parking apron to deliver persons, cargo, or equipment to an aircraft as a matter of convenience.

AVGAS shall mean aviation gasoline (100LL) intended for use in piston aircraft.

Commercial Activity means the sale, exchange, trading, buying, merchandising, hiring, marketing, promotion, or selling of commodities, goods, services, or property of any kind, or any revenue-producing activity.

Commercial Tenant means any entity entering into a contractual relationship with the City of St. Cloud for space or permission to conduct a commercial activity. This includes concessionaire agreements.

Common Use Areas include the apron, runways, and taxiways. All apron and taxiways through leased areas shall be considered common use areas unless identified for exclusive use by the Airport Director.

Escort shall mean the visual surveillance of or physical escorting of persons to and from the AOA.

Exclusive Use Area is an area to which a tenant has sole rights predefined in a lease or other document (not to be confused with exclusive rights as defined by the FAA Assurances).

Exclusive Rights means a power, privilege, or other right excluding or barring another from enjoying or exercising a like power, privilege, or right (see also *FAA Order 5190.6A*).

FAA means the Federal Aviation Administration.

FAR means Federal Aviation Regulations.

Flying Club as defined by the State of Minnesota.

FBO is a Full Service Fixed Base Operator duly licensed and authorized by written agreement with the airport owner to provide aeronautical services at the airport under strict compliance with such agreement and pursuant to these regulations and standards. The FBO is an airport-based business which stores, services, fuels, and may repair aircraft; often rents aircraft and provides flight training, and is the only operator allowed to sell petroleum products at the Airport.

Fueling or Fuel Handling is the transportation, sale, delivery, dispensing, storage, or draining of fuel or fuel waste products to or from aircraft, vehicles, or equipment.

Fuel Storage Area is any portion of the Airport designated temporarily or permanently by the sponsor as an area in which aviation or motor vehicle gasoline or any other type of fuel or fuel additive may be stored or loaded.

General Aviation is all phases of aviation other than military aviation and scheduled or non-scheduled commercial air carrier operations.

Ground Vehicle is a non-aircraft, self-propelled vehicle including, but not limited to, automobiles, trucks, vans, mobile fueling vehicles, aircraft tugs, and "Follow Me" golf carts, which may operate on the airside of the airport only in accordance with these regulations and standards.

IFR means Instrument Flight Rules that govern the procedures for conducting instrument flight.

Jet Fuel shall mean aviation fuel intended for use in turbine aircraft.

Landside is all airport property outside the perimeter fence and/or other areas as defined by the Airport Director.

Large Aircraft is an aircraft of more than 12,500 pounds maximum certified take-off weight.

Lease means a contractual agreement between the City of St. Cloud and another party, which grants a concession, or otherwise, authorizing the use of land or building space to conduct specified activities. The lease is written and enforceable by law.

Line Person means a qualified employee providing flight line service.

Mn/DOT Shall mean the Minnesota Department of Transportation, Office of Aeronautics.

Minimum Standards means the qualifications or criteria, which may be established by an airport owner as the minimum requirements to be met as a condition for the right to conduct an activity on the airport.

MSL means an altitude expressed in feet measured from Mean Sea Level.

MOGAS shall mean automotive gasoline approved for use in piston aircraft.

Movement Area means the runways, taxiways, and other areas of the airport, which are used for taxiing, air taxiing, takeoff, and landing of aircraft, exclusive of loading ramps and aircraft parking areas.

NOTAM means "Notice to Airmen" which covers a safety or operational item published by the FAA.

Off Airport is an aeronautical operation adjacent to the airport and accessible for airside activities (also known as "through the fence").

Operator shall be any entity that has an Operator's Agreement in effect with the City of St. Cloud.

Permission or Permit shall mean permission granted by the Airport Director or City of St. Cloud. Permission or Permit, whenever required by these rules and regulations, shall always mean written permission, except that verbal permission in specific instances may be granted under special circumstances where the obtaining of written permission would not be practical.

Refueler is a vehicle used for the purpose of refueling aircraft.

SASO – Specialized Aeronautical Service Operator is an aeronautical business that offers a single or limited service not including the sale of fuel or

petroleum products. Examples of these specialized services may include, flight training, aircraft airframe and power plant repair and maintenance, air carrier (such as aircraft charter, air taxi, air ambulance or air cargo), aircraft sales, avionics, instrument or propeller services, or other specialized commercial flight support business such as aircraft storage, air cargo operations, etc.

Self-Service is aircraft refueling, repair, preventive maintenance, towing, adjustment, cleaning, and general services performed by an aircraft owner or his/her employees on his/her aircraft with resources supplied by the aircraft owner.

Self-Serve Fueling shall mean the commercial operation of an unstaffed stationary fuel tank and dispensing equipment for general use via a card reader. This includes the operations of anyone utilizing this type of equipment to provide fuel for sale or reuse.

Small Aircraft is an aircraft of 12,500 pounds or less maximum certified take-off weight.

SPCC shall mean Spill Prevention, Control and Countermeasure Plan as defined in Federal Statute 40 CFR 112.

Special events are events including, but not limited to, air shows, air races, fly-ins, skydiving, or other similar events requiring the general use of the Airport for other than routine Airport operations.

Sponsor shall mean the airport owner.

Storm Water Permit shall mean General Storm Water for Industrial Activity as issued by the Minnesota Pollution Control Agency (MPCA).

Sublease is a written agreement, approved by the Sponsor, stating the terms and conditions under which a third party Operator leases space from a Lessee for the purpose of providing aeronautical services at the Airport.

Taxilane is the portion of the Airport apron area, or any other area, used for access between taxiways and aircraft parking or storage area.

Taxiway is a defined path established for the taxiing of aircraft from one part of the Airport to another.

Tenant is any entity that has an agreement with the City of St. Cloud for occupying space at the airport.

Through-the-Fence Operations shall mean operations performed by independent operators that do not have a Commercial Operators Permit issued by the City of St. Cloud or lease Airport property but who engage in aeronautical activity or service aircraft based on Airport property. This could also mean a facility that is located on land adjacent to, but not a part of, the Airport where the operator is permitted ingress and egress to use the Airport.

TSA shall mean Transportation Security Administration.

UNICOM is a two-way communication system operated by a non-governmental entity that provides airport advisory information.

CHAPTER 1
GENERAL PROVISIONS

A. POLICY

The City of St. Cloud, being the owner and responsible for the administration of the St. Cloud Regional Airport, does hereby establish the following policy for the Minimum Standards:

These Minimum Standards are intended to be the minimum requirements for those wishing to provide commercial aeronautical services to the public and to insure that those who have undertaken to provide commodities and services as approved are not exposed to unfair or irresponsible competition. These Minimum Standards were developed taking into consideration the aviation role of the St. Cloud Regional Airport, facilities that currently exist at the airport, services being offered at the airport, the future development planned for the airport, and to promote fair competition at the St. Cloud Regional Airport. The uniform application of these Minimum Standards, containing the minimum levels of service that must be offered by a service provider, relate primarily to the public interest and discourages substandard operations, thereby protecting the established aeronautical activity, the public, and the St. Cloud Regional Airport.

B. INTRODUCTION

All airport owners of Federally obligated airports are responsible for adopting airport Minimum Standards that establish criteria for those wishing to provide commercial services to the public on these airports. For those entities meeting the Minimum Standards, the airport owner will negotiate a lease with them to provide specific services in a leased area with stated facilities at an agreed upon set of rates and charges.

It should be borne in mind that the standards set forth herein are not to be construed by the prospective Lessee as setting forth the desirable size of land area or structure for a particular operator. In this regard, the prospective Lessee may find that in order to establish an economically feasible operation that will yield a satisfactory return on his or her investment, the requirement for land area and/or structures may exceed the minimums outlined in these Minimum Standards. The prudent operator will also determine his or her own limits for the various types of insurance coverage required in accordance with the magnitude of potential exposure.

C. INTENT:

Through Minimum Standards, the Airport will:

1. Establish a template for safe tenant operations.
2. Minimize exposure to claims of discrimination or unfair treatment of providers and users of commercial services.
3. Address environmental liability.
4. Assure that prospective commercial service tenants are treated equally and without unjust discrimination.
5. Establish minimum levels of insurance.
6. Set standards for hours of operations, staff qualifications, and leasehold requirements.
7. Provide for the orderly development of the airport.
8. Indicate, as necessary, the amount of space to perform stated activity.
9. List, as applicable, the size and types of fuel to be provided.
10. Provide the minimum amount of additional services to be provided when permitted to retail fuel.

D. COMPLIANCE WITH GRANT ASSURANCES

The Federal Aviation Administration (FAA) contends that it is the prerogative of the airport owner (sponsor) to impose Minimum Standards to establish the threshold entry criteria for those wishing to engage in providing aeronautical

services to the public on the airport. A grant assurance given by the airport sponsor in exchange for Federal funding to assist in developing runways, taxiways, etc., at the airport addresses the obligation of establishing Minimum Standards. The assurance is:

Grant Assurance 22a - Imposes the obligation on the Airport operator to make the airport available for public use on fair and reasonable terms and without unjust discrimination of all types, kinds and classes of aeronautical use. It is therefore implicit upon the Airport operator, in the early stages of the airport development, to establish Minimum Standards to be met by individuals or companies wishing to come onto the airport to provide aeronautical services to the public. The FAA fully supports the early development and continual updating of the Minimum Standards.

E. COMPLIANCE WITH FAA ADVISORY CIRCULARS

Advisory Circular (AC) 150/5190-7, or current Minimum Standards AC, gives guidance to airport owners in developing Minimum Standards. AC 150/5190-7 is available through the U.S. Department of Transportation, Federal Aviation Administration. These Minimum Standards were developed utilizing this Advisory Circular, as well as AC 150/5190-6, EXCLUSIVE RIGHTS AT FEDERALLY-OBLIGATED AIRPORTS.

CHAPTER 2
GENERAL REQUIREMENTS FOR ALL OPERATORS

A. INTRODUCTION

1. These minimum general standards shall apply to all operators conducting or planning to conduct business or operations on the St. Cloud Regional Airport. Detailed Minimum Standards pertaining to specific aeronautical operations are found in subsequent chapters dedicated to those operations. The St. Cloud Regional Airport reserves the right to make changes to these standards dictated by changing conditions, regulations, and circumstances.

B. COMMERCIAL SERVICES DEFINED

1. Commercial Services are defined as certain commercial activities conducted at or from the Airport for the purpose of securing earnings, income, compensation, or profit, whether or not such objectives are actually accomplished. Commercial Services that shall be subject to these Minimum Standards include, but not be limited to, the following aeronautical and ground transportation activities: Aircraft sales, airframe or power plant repair, Aircraft rental, flight training, air taxi/charter, avionics, instrument or propeller service, commercial flight services, car rental, baggage or limousine services, and courtesy transportation. FAA designees and flight instructors who neither furnish aircraft nor advertise as a flight school are exempt.

C. DEVELOPMENT OF ADDITIONAL MINIMUM STANDARDS

1. Authorized commercial services are not limited to those listed in these Minimum Standards. In the event a prospective operator desires to conduct a commercial activity not listed in these standards, the Minimum Standards for that activity may be identified as a part of the application process.

Further, the Airport may, at any time, identify additional activities to be subject to Minimum Standards. In developing new Minimum Standards for aeronautical services, the following guidelines are to be considered:

- a) A commercial operator may conduct business under the 'umbrella' of a Full Service Operator making the hangar space requirement unnecessary.
- b) Hangar space minimum requirements should generally be 75% of the total building space required with the remaining 25% of the space for offices, restrooms, reception areas, and other space required for good customer service.
- c) In planning a commercial development, it is expected that all aircraft associated with the operation will be stored in the operator's hangar or on the tie down ramp that is constructed by the operator on leased premises. The Airport is not obligated to provide or construct public ramp/apron or connecting taxiways for commercial operators. Further, the Airport's ability to construct such ramp/apron or taxiway facilities is limited to the availability of funds, which may be dedicated to higher priority projects on the Airport. Thus, the prospective operator should expect to fund all facility needs (building, parking lots, ramps/aprons, connecting taxiways, etc.) as a part of the total plan.

D. LEASE AGREEMENTS

1. Lease agreements shall be for a term mutually agreed upon between the parties commensurate with the operator's financial investment in his/her facility, but generally not longer than 20 years. Lease rates may include CPI increases, flowage fees, landing fees, commissions, etc., and will be in accordance with periodic rates and charges reviews by the St. Cloud Regional Airport with FAA Grant Assurances requiring fair market value return for airport leased property or facilities. Lease Agreements shall be

in accordance with any Lease Policy that may be adopted in the future.
Mandatory lease clauses are shown in Exhibit A.

E. STANDARD HOURS FOR AERONAUTICAL SERVICE PROVIDERS

1. The aeronautical service operator shall have their premises open and services available a minimum of eight (8) hours daily, five (5) days a week unless specified otherwise in specific lease agreement language or approved in writing by the Airport Director.
2. The operator shall make provisions for someone to be in attendance in the office at all times during the required operating hours. However, some specific aeronautical services may require the operator to provide an on-call response after normal working hours. This requirement will be specified in the applicable airport lease agreement or operator permit.

Chapter 3

Commercial Operator Application

A. INTRODUCTION

1. Any operator desiring to conduct aeronautical or other services on the St. Cloud Regional Airport must submit a written application to the Airport Director in accordance with the most current guidance and procedures in this document. Please see the Aeronautical Business Application in Exhibit C to apply for a permit. Some personal information will be needed to perform an adequate background check of the applicant.

B. INTENDED SCOPE OF ACTIVITIES

1. As a condition precedent to the granting of an operating privilege on the Airport, the prospective operator must submit a detailed description of the intended activity(s), and the means and methods to be employed to accomplish the applicable operating standards and requirements in order to provide high quality service to aviation users and the general public in the St. Cloud area, including the following:
 - a) The services to be offered.
 - b) The amount of land to be leased or subleased.
 - c) The building space to be constructed, leased, or subleased.
 - d) The number of Aircraft (or Vehicles) to be provided, if applicable.
 - e) The number of qualified and/or certified employees.
 - f) The hours of proposed operation.
 - g) Evidence of required minimum insurance coverage as established by the Airport.
 - h) Evidence of operator's financial capability to perform the proposed services and provide and maintain the required facilities.

- i) Evidence of the operator's level of competency and experience in successfully performing the proposed service.

C. SITE DEVELOPMENT STANDARDS

1. The minimum space requirements hereinafter provided may be satisfied by the lease, construction, or sublease of single abutting or separate parcels having one (1) building, attached buildings, or separate buildings. A minimum 50-foot setback from aviation ramp/apron areas is required for new construction unless otherwise agreed to in writing by the Airport Director.
2. For construction of any new facilities not already on the airport, the operator shall be subject to the standards of development in the Airport Master Plan for the St. Cloud Regional Airport as well as applicable federal, state, and local laws, ordinances, and codes.
3. No person shall make any alterations of any nature whatsoever to any buildings, ramps/aprons, or other airport space or property, nor shall any building or other structure be erected without submission of a written request, including detailed plans and specifications found in the Construction Application Form in Exhibit D of this document. Receipt of written approval from the Airport Director is required prior to any operations or activity by the prospective operator. Prospective operators shall comply with all building codes of the City of St. Cloud and shall deliver to the Airport Director "as built" plans upon completion.
4. Further, a notice of alterations or construction must be submitted to the Federal Aviation Administration by the prospective operator, FAA Form 7460-1 (Notice of Proposed Construction and/or Alteration), and receive a favorable determination prior to commencement of any construction. If resources allow, the St. Cloud Regional Airport may provide assistance in completing Form 7460-1. The operator shall provide a copy of the submitted application and the FAA reply prior to commencement of any construction.

D. PERSONNEL

1. The prospective operator shall have in their employ and on duty during the required operating hours, such numbers and types of trained personnel with proper FAA credentials, certificates, and ratings as applicable to provide adequate and efficient services.
2. Operator must demonstrate that procedures have been established to assure that all persons employed, or to be employed, who have unescorted access to any area on the Airport controlled for security reasons, have background checks to the extent required by law or regulation including, at a minimum, references and prior employment histories to the extent necessary to verify representations made by the employee/applicant relating to employment in the preceding five years.
3. Operator's employees shall be neat, clean, and courteous. Operator shall not permit its agents, servants, or employees to conduct business in a loud, noisy, boisterous, offensive, or objectionable manner, or to solicit business outside the space assigned as stated in a lease or operating agreement.

E. EXPERIENCE / FINANCIAL STABILITY

1. The prospective Commercial Operator, and/or the Operator's key management personnel assigned to the airport, must demonstrate that it will be able to meet the minimum experience requirement for the specific business classification being proposed as detailed below. Experience must be in the successful operation of a business in the proposed business classification, as its primary business, at an airport approximately the same size and activity mix as the St. Cloud Regional Airport. Specific minimum experience requirements per classification are:
 - a) **Single Service Operator:** No requirement. Some recommended.
 - b) **Multiple Service Operator:** One (1) year experience.
 - c) **Full Service FBO:** Two (2) years experience.

2. Capital Improvement / Equipment Funding: The Operator must demonstrate that it has, or is able to secure, the necessary level of capital for the purpose of constructing new facilities, or remodeling existing leased facilities, and acquiring maintenance equipment and aircraft, as may be necessary, to service existing and future business demands.
3. Operating Capital: The prospective Operator must demonstrate that it has the necessary available operating capital to enable it to hire the necessary personnel, pay airport rents and operating expenses and fees, and generally cover all other business operating expenses for the initial 12 month start up period of the business. Operator must also demonstrate that the proposed business is projected to generate the level of revenue to sustain business operations past the initial 12 months.
4. Wavier of Contract Security: The Airport may waive such Contract Security requirements conditioned upon the Operator having successfully operated a business, similar to the one being proposed, at a minimum of two (2) other airports with activity levels and characteristics similar to the St. Cloud Regional Airport, during the most recent eighteen (18) month period, without committing any material default under the terms of the respective lease and use agreements at each of the two (2) facilities, and without any history of untimely payments for rentals, fees, and charges.

Chapter 4

Insurance

A. INDEMNIFICATION

1. Prospective operators must agree to indemnify, save, hold harmless, and defend the Airport, its agents and employees, its successors and assigns, individually or collectively, from and against all liability for any claims and actions and all reasonable expenses incidental to the investigation and defense thereof, in any way arising out of, or resulting from, any acts, omissions or negligence of the Operator, its agents, employees, licensees, successors and assigns, or those under its control in, on, about or upon leased premises, or in connection with its use and occupancy of leased premises or use of airport; provided, however, that the Operator shall not be liable for any injury, damage, or loss occasioned by the negligence or willful misconduct of the Airport, its agents or employees.
2. The Operator must also agree to indemnify, save, hold harmless, and defend the Airport, its agents and employees, its successors and assigns, individually or collectively, from and against all liability for any claims and actions and all expenses incidental to the investigation and defense thereof, in any way arising from or based upon the violation of any federal, state, or municipal laws, statutes, ordinances, or regulations by the Operator's agents, employees, licensees, successors and assigns, or those under its control. The Operator shall not be liable for any claims, actions and expenses incidental to the investigation and defense thereof, in any way arising from or based upon violation of any federal, state, or municipal laws, statutes, ordinances, or regulations by the Airport, its agents, employees, licensees, successors and assigns, or those under its control.

B. MINIMUM LIABILITY / AUTO INSURANCE REQUIREMENTS

1. Without limiting the Operator's obligation to indemnify the Airport, the Operator shall provide, pay for, and maintain in force at all times during the term of their Agreement, a policy of:
 - a) Comprehensive general liability insurance to protect against bodily injury liability and property damage in an aggregate amount of not less than:
 - i. **Single Service Operator** - \$1,000,000.00 per occurrence
 - ii. **Multiple Service Operator** - \$1,000,000 per occurrence
 - iii. **Full Service Operator** - \$1,000,000 per occurrence
 - b) Comprehensive automobile liability insurance in a combined single limit as required by the laws of City of St. Cloud for all vehicles that will be operating in the aviation areas of the airport, or the maximum coverage available under the laws of State of Minnesota for publicly owned vehicles, whichever is less.
 - c) Statutory Workman's Compensation insurance and any other policies of insurance reasonably required by the Airport.
 - d) Aircraft liability insurance with a minimum limit of \$1,000,000.00 for any Operator engaging in the operation of an aircraft for compensation or hire or any service performed incidental to the operation of an aircraft for which a fee is charged or compensation received. The limit provided under this section may be reviewed and adjusted from time to time by the Airport depending on the type of aircraft being used in conjunction with the commercial operation, incidence of use, or other factors.
2. The above mentioned insurance amounts and types of insurance shall be reviewed from time to time by the Airport and may be adjusted by the Airport if the Airport reasonably determines such adjustments are necessary to protect the Airport's interests. The Operator shall furnish the Airport, as evidence that such insurance is in force, a certified copy of the insurance certificate, including the Airport as additional insured, within 30

days after the policy(s) is issued. Said policies shall be in a form and content satisfactory to the Airport and shall provide for thirty (30) days written notice to the Airport prior to the cancellation of, or any material change in, such policies.

C. FIRE AND EXTENDED COVERAGE INSURANCE

1. Operators must agree, at their expense, to procure and keep in force at all times during the term of their agreement with a company suitable to the Airport, insurance on the buildings and other improvements on the Airport against loss and damage by fire, aircraft and extended coverage perils. The Operator shall furnish evidence of insurance in an amount not less than the replacement cost of the improvements. Insurance shall name the Airport as additional insured.

D. ENVIRONMENTAL IMPAIRMENT:

1. Operators must agree to comply with any environmental regulations affecting its operations, including furnishing of insurance or other security against environmental impairment risks as required by the Airport, State of Minnesota, or agencies of the Federal Government.

E. PERFORMANCE BONDS

1. Operators must agree to cause a surety bond, or other acceptable security, to be issued in the name of the Airport in the amount equal to 100% of the future building construction costs, prior to the beginning of any construction financed by the Operator.

Chapter 5

Single Service Aeronautical services

A. INTRODUCTION

1. Development of Quality Services: It is the Airport's intent to ensure that the Airport, through its authorized commercial operators, provide a full range of quality services to the aviation public. To accomplish this objective, the Airport has established an FBO development process as outlined in Exhibit B. The development process is founded on the principle that only experienced, well-capitalized operators have the greatest chance of successfully providing these quality services. The process also provides opportunities for interested parties with limited experience to establish aviation service businesses to gain the necessary experience and to grow into FBO service levels of greater responsibility to the public.
2. Exclusive Rights: No private aeronautical service provider will be granted an exclusive right to solely provide any aeronautical service on the Airport. Any interested party meeting the Minimum Standards may qualify for authorization to begin business.
 - a) Fuel sale is only available to Full Service Fixed Base Operators.. The Airport, however, reserves the right to establish itself as the retail fuel operator at any time it believes that in doing so would be in the best interest of the public.
 - b) It is the intent of the Airport to promote private retail fuel sale activities. However, in the absence of a qualified Full Service Operator, the Airport reserves the right to provide retail fuel sales, and any other aeronautical service absent an authorized commercial service provider, as an "exclusive right" unto itself. Once such an aeronautical service is thus declared an "exclusive right" of the Airport, the service can no longer be considered a service that can be offered by private commercial operators at the airport, until such time as the Airport determines to discontinue providing the service itself.

B. SINGLE SERVICE OPERATOR:

1. A person or organization meeting the appropriate Minimum Standards of any one (1) of the following aeronautical services may apply to the Airport for permission to operate as a **Single Service Operator** (1ST Entry Level – Exhibit B). Single service operators are prohibited from retail sales of fuel or petroleum products and providing aviation line services. Fuel or petroleum retail sales and line services are privileges reserved for full service operators. Single service operations are considered “entry level” business activities and thus no actual experience in operating such a business is required. Some experience is, however, recommended. A single service operator may conduct business “under the umbrella” of an authorized full service operator. When supporting “under the umbrella” activities, the full service operator must meet the Minimum Standards associated with that additional aviation service. Under the Umbrella shall mean the single service operator has a written agreement with the FBO to operate the single service as a contractor and is covered under the FBO’s insurance or are covered under their own insurance.

C. AIRCRAFT SALES

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

1. Services – Operator must be capable of providing for repairing the engines and other operational components of the Aircraft being sold with one person currently certificated by the FAA to perform aircraft maintenance work on the aircraft being sold. Repairs also include warranty work on new aircraft. **Operator is prohibited from performing aircraft maintenance and repair work for the general public.**
2. Land Area – A minimum area of 10,000 square feet of land on the Airport is required for buildings, storage of aircraft, display and auto parking.

3. Buildings – Lease, sublease, or construct a building having a minimum of 2,500 square feet of properly lighted and heated space for offices, hangar storage, maintenance, and public waiting areas, including restroom facilities and public telephones per City of St. Cloud building codes.
4. Personnel – Provide one or more persons holding at least a Private Pilot certificate with at least 250 hours of flight time , as well as ratings appropriate for the type of aircraft to be demonstrated or for sale.
5. Hours of Operation – Hours of operation shall be adequate to meet the public demand for this service with the provisions for emergency on-call service during nights, weekends, and holidays.
6. Dealership/Aircraft – A new Aircraft dealer shall be an authorized factory dealership or sub-dealership having a license or permit as required by the state, and knowledge of Minnesota applicable statutes concerning sales, contracts, and warranties.
7. Maintenance – Aircraft must be maintained in accordance with FAA regulations.

D. AIRFRAME AND POWERPLANT REPAIR (aircraft maintenance & repair)

Any operator desiring to engage in airframe and/or powerplant repair service must provide as a minimum the following:

1. Land Area – An area of 12,000 square feet of land on the Airport is required for the building, temporary parking of aircraft, and customer Vehicle parking.
2. Buildings – Lease, sublease, or construct a building having a minimum of 2,500 square feet of properly lighted and heated maintenance shop, parts storage space, office space, and a public waiting area including public restrooms and telephones per City of St. Cloud building codes.
3. Personnel – In addition to Chapter 3, paragraph D, Operator shall employ a minimum of one person currently certificated by the FAA with ratings appropriate for work to be performed. Additional personnel shall be provided to keep office attended during normal hours of operation.

4. Hours of Operation – In addition to Chapter 2, Paragraph E, hours of operation shall be adequate to meet the public demand for this service with the provisions for emergency on-call service during nights, weekends, and holidays
5. Equipment – Sufficient equipment, supplies and availability of parts to perform maintenance in accordance with manufacturer recommendations or equivalent on various types of based aircraft.

E. AIRCRAFT RENTAL

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

1. Land Area – An area of 10,000 square feet of land on the Airport to provide space for aircraft parking, auto parking and building.
2. Building – Lease, sublease, or construct a building consisting of 800 square feet of office space, adequately lighted and heated, with public use telephones, public restrooms, flight planning, and customer waiting areas per City of St. Cloud building codes.
3. Personnel – In addition to Chapter 3, Paragraph D, Operator shall employ a minimum of one person holding a current commercial pilot certificate with appropriate ratings. Additional persons to provide for office to be attended during normal working hours.
4. Aircraft – Operator shall own or have an exclusive lease in writing for two (2) air worthy single-engine or multi-engine aircraft with one (1) aircraft equipped for flight under both visual and instrument conditions.
5. Hours of Operation – In addition to Chapter 2, Paragraph E, hours of operation shall be adequate to meet the public demand for this service with the provisions for emergency on-call service during nights, weekends, and holidays.
6. Maintenance - Aircraft must be maintained in accordance with FAA regulations.

F. FLIGHT TRAINING

To engage in commercial flight instruction Operator shall provide as a minimum:

1. Land Area – An area of 10,000 square feet of land on the Airport to provide space for aircraft parking, auto parking and building.
2. Buildings – Lease, sublease, or construct a permanent building of at least 800 square feet of heated and properly lighted office, classroom, flight planning, and restroom space per City of St. Cloud building codes.
3. Aircraft – One (1) aircraft equipped for flight instruction under both visual and instrument conditions shall be owned or exclusively leased by the Operator for flight training.
4. Hours of Operation – In addition to Chapter 2, Paragraph E, hours of operation shall be adequate to meet the public demand for this service with the provisions for emergency on-call service during nights, weekends, and holidays.
5. Maintenance – Aircraft must be maintained in accordance with FAA Regulations.
6. Personnel – In addition to Chapter 3, Paragraph D, Operator shall employ one (1) person qualified to provide ground and flight instruction culminating in private pilot and instrument ratings.

G. AIR TAXI AND CHARTER SERVICES

Any operator desiring to engage in air taxi or charter service shall provide as a minimum the following:

1. Land Area – An area of 10,000 square feet on the Airport to provide space for buildings, Aircraft parking, and Vehicle parking.
2. Buildings – Lease, sublease, or construct a building consisting of 800 square feet for office, customer lounge, flight planning, and hangar space, including restrooms and public telephones per City of St. Cloud building codes.

3. Personnel – In addition to Chapter 3, Paragraph D, Operator shall employ 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.
4. Aircraft – Air Taxi or Charter Operator must own, or exclusively lease in writing, an aircraft that meets Federal Aviation Administration minimums for this activity.
5. Hours of Operation – In addition to Chapter 2, Paragraph E, hours of operation shall be adequate to meet the public demand for this service with the provisions for emergency on-call service during nights, weekends, and holidays.
6. Certification – Operator and all pilots must meet all provisions of FAR Part 135.
7. Ground Transportation Services – The Operator may make provisions for the transportation of pilots and passengers of transient General Aviation Aircraft to and from the Operator's facilities across the Airport's Apron areas as a part of his business operations. The Operator performing this service with motor vehicles driven on the Airport property shall do so only in strict compliance with any Airport rules and regulations, applicable federal, state and municipal laws, ordinances, codes, or other similar regulatory measures as may be hereafter added, modified, or amended.

Note: The Operator shall procure and maintain for any motor vehicles he operates on the Airport, motor vehicle liability insurance in the limits specified in these Minimum Standards.
8. Maintenance – Aircraft must be maintained in accordance with FAA regulations and the manufacturer maintenance standards.

H. AVIONICS, INSTRUMENTS, AND/OR PROPELLER SERVICES

Operator desiring to provide avionics, instrument, or propeller service must hold the appropriate FAA repair station certificates and ratings for same and provide as a minimum the following:

1. Land Area – An area of 6,000 square feet of land on the Airport for buildings, vehicle parking, and temporary Aircraft parking.
2. Buildings – Lease, sublease, or construct a building of at least 2,500 square feet for aircraft undergoing repair, including space for office, restroom, public waiting and telephone per City of St. Cloud building codes.
3. Personnel – In addition to Chapter 3, Paragraph D, Operator shall employ a minimum of one (1) FAA certified repairman, qualified in terms of the applicable FAA repair station certificate.
4. Hours of Operation – In addition to Chapter 2, Paragraph E, hours of operation shall be adequate to meet the public demand for this service with the provisions for emergency on-call service during nights, weekends, and holidays.

I. SPECIALIZED COMMERCIAL FLIGHT SERVICES

Minnesota Rule 8800.3100 DEFINITION OF COMMERCIAL OPERATIONS.

"Commercial operations" means any operation of an aircraft for compensation or hire, or any services performed incidental to the operation of any aircraft for which a fee is charged or compensation received including, but not limited to, the servicing, maintaining, and repairing of aircraft; the rental or charter of aircraft; the operation of flight or ground schools; the operation of aircraft for the application or distribution of chemicals or other substances; aerial photography and surveys; air shows or expositions; and the operation of aircraft for fishing.

"Commercial operations" also means the brokering or selling of any of these services but does not include any operations of aircraft as common carriers certificated (certified) by the federal government or the services incidental to certificated operations. Note: Shared expense flights as defined in the Federal Aviation Regulations are not commercial operations as defined in parts 800.3100.

Operators desiring to engage in specialized commercial flight services including, but not limited to: banner towing and aerial advertising; aerial photography or survey; fire fighting or fire patrol; power line or pipeline patrol; and any other operations specifically excluded from Part 135 of the FAA Regulations, shall provide as a minimum the following:.

1. Land Area – An area of 6,000 square feet of land on the Airport to provide for buildings, aircraft parking and tie downs.
2. Buildings – Lease, sublease, or construct 2,500 square feet of building for office, hangar space, and customer reception area with public telephone.
3. Personnel – In addition to Chapter 3, Paragraph D, Operator shall employ one (1) person having a current commercial certificate with appropriate ratings for the aircraft to be flown.
4. Aircraft – One (1) properly certificated Aircraft owned or leased by written agreement.
5. Hours of Operation – In addition to Chapter 2, Paragraph E, hours of operation shall be adequate to meet the public demand for this service with the provisions for emergency on-call service during nights, weekends, and holidays.
6. Maintenance – Aircraft must be maintained in accordance with FAA regulations.

Chapter 6

Multiple Aeronautical Services

A. INTRODUCTION

The prospective Operator of multiple commercial activities may select a combination of services covered by Chapter 5, Paragraphs C through I of these Minimum Standards and request Airport approval to provide services as a **Multiple Service Operator, or a Full Service Operator** as defined below.

Where more than one activity is proposed, the actual building, land, equipment and personnel requirements may have to exceed the minimum space requirements listed for Limited Service Operator and Full Service Operator classifications below in order to ensure that safe and comfortable services are provided for the customer. When determining actual space and other requirements, all doubts, questions or decisions will be resolved in the favor of the customer. Actual space requirements will also be dependent upon:

1. The nature of proposed individual commercial services to be operated in combination.
2. The design and configuration of the proposed building and the operator's expansion plans.
3. The proposed geographic location on the airport.
4. What has been required of other operators on the airport who provide a similar combination of services.
5. Actual space requirements will not necessarily be the sum of the minimums for each individual aeronautical service in all instances.

Because of the above variables, the applicable Minimum Standards on combinations of service will be discussed with the prospective Operator at the time of application.

B. MULTIPLE SERVICE OPERATOR:

A person or organization meeting the Minimum Standards of any two (2) or more aeronautical services described in this chapter, may apply for permission to conduct business as a Limited Service Operator (2nd Entry Level – Exhibit A) on the St Cloud Regional Airport. Limited Service Operators are prohibited from selling fuel or petroleum products and line services. Fuel sales and line services are privileges reserved for qualified Full Service Operators. Minimum facilities required of Limited Service Operators are:

1. Land: The leasehold for multiple activities shall contain adequate square footage of land to provide space for specific use area requirements established for the services to be offered (specific use spaces need not be additive where a combination use can be reasonably and feasibly established). Adequacy of space will be determined by the types of activity to be offered.
2. Buildings: Lease or construct a building containing adequate square footage to provide properly lighted and heated space for office, public lounge, pilot briefing room and rest rooms. Repair stations must provide minimum shop and hangar space as required by FAA repair shop certification.

C. FULL SERVICE FIXED BASE OPERATOR (FBO):

A person or organization meeting the Minimum Standards of the following required aeronautical services as described in this Chapter, may apply for permission to conduct business as a Full Service Fixed Base Operator (3rd Entry Level – Exhibit A) on the St Cloud Regional Airport. A Full Service Operator is the only commercial operator classification authorized to sell fuel or petroleum products and provide line services at the Airport. Each Full Service FBO is required to provide a minimum of six (6) services from the following list .(each service is further defined in Paragraph D of this chapter):

Required

1. Fuel / Line Services
2. Aircraft and Powerplant Maintenance
3. Hangar service and Tie Downs

Required by at least one FBO on the field

1. Flight Training
2. Aircraft Rental

Other Services

1. Turbine Repair
2. Aircraft Sales
3. Charter (Part 135)
4. Avionics
5. Painting
6. Other

D. SERVICES DEFINED FOR FULL SERVICE FBO

1. **Airframe and Powerplant Aircraft Maintenance and Repair Services:**
 - a) FAA approved piston repair facility
 - b) Assist in making arrangements for turbine/jet repair
 - c) Twin engine (turbine/reciprocating) aircraft
 - d) Single engine aircraft
2. **Flight Training:** Operator shall own or have available at all times at least one (1) aircraft capable of providing each of the following services:
 - a) Basic pilot training (private license - ground school/VFR certification in single engine)
 - b) IFR/Instrument training to a completed rating
 - c) Commercial pilot training to a completed rating
3. **Charter Service (Part 135 Certificate):** Operator shall own or have available at all times at least one (1) aircraft capable of providing non-

scheduled, single engine passenger / cargo charter services. Operator shall also have the ability to coordinate jet aircraft charter services upon request with at least a 24-hour notice.

4. **Aircraft Rental:** Operator shall own or have available at all times a minimum of two (2) aircraft, single-engine and / or multi-engine, with one (1) aircraft equipped for flight under instrument flight rules and conditions. Rental Aircraft will be available for rent to general aviation pilots who meet the FBO criteria for renting aircraft.
5. **Commercial Fuel Sales / Line Services:** Operator shall have available at all times a minimum of one (1) 500 gallon aviation gasoline truck and one (1) 3000 gallon jet fuel truck equipped and maintained in accordance with State and Federal Regulations, including NFPA 407, and Airport standards. Operator is prohibited from selling fuels or other aviation products to individuals or organizations that plan to resale those products to others at the St Cloud Regional Airport. Operator shall provide, but not be limited to, the following services in a quantity and level of quality to meet the needs of the airlines and general aviation:
 - a) Aviation fuel sales for end user consumption.
 - b) Into-plane airline fueling.
 - c) Associated aviation line (ramp) services including, but not limited to:
 - i. aircraft preheating / starting
 - ii. aircraft towing/parking
 - iii. pilot supplies
 - iv. aircraft meeting/greeting
 - v. tie down services
 - vi. in/out hangar services
 - vii. aircraft washing
 - d) FBO quality control personnel will ensure that the quality of all outgoing fuel is consistent with airline fueling, and Airport Fire Safety/Standards.

6. **Aircraft Hangar Services:** Operator shall provide space as available for the storage of aircraft, visiting or based at the Airport, on a first come, first serve basis. The hangar shall have the ability to accommodate the largest aircraft, other than commercial aircraft, that uses the airport on a regular basis and shall be addressed in the lease. Currently that aircraft is a Citation Jet.

7. **Additional Services:** Operator shall arrange for, or provide, the following services:

- a) Avionics Repair
- b) Propeller Repair
- c) Aircraft Painting
- d) Aircraft Engine Rebuilding (Reciprocating/Turbine)

Note: The Operator will make an effort to recruit or establish these services physically on the Airport as part of an FBO 5-year development plan.

E. ADDITIONAL MINIMUM REQUIREMENTS FOR FULL SERVICE FBO's

1. Marketing / Promotion: Operator must demonstrate the ability to develop and maintain a marketing and promotion program in an effort to market St Cloud Regional Airport general aviation services on a regional and national basis.

2. Hours of Operation:

- a) Fuel and Line Services: Operator agrees to have qualified staff available in levels necessary to meet airline and public fuel and line service needs 7 days a week as necessary to meet the aircraft fueling demand at the Airport or at operating hours mutually agreed to by both parties. Operator shall arrange for emergency on-call service during periods of closure.
- b) Aircraft Maintenance, Repair, Pilot Training Services: Hours of Operation: Hours of operation shall be adequate to meet the public demand with the provisions for emergency on-call service during

nights, weekends, and holidays for the purpose of providing aircraft maintenance, repair, pilot training, and other services to the general public, with provisions for emergency on-call service for aircraft maintenance during nights, weekends, and holidays.

3. Future Development and Expansion: The Operator represents that it has, and will continuously maintain, the knowledge and experience to work in partnership with the Airport in the further expansion and development of general aviation services (quality and quantity).
4. Required Facilities:
 - a) Land: A minimum of 45,000 square feet of land on Airport property is required for Full Service FBO operations to accommodate buildings, aircraft, equipment, and customer parking.
 - b) Buildings: A minimum of 17,000 square feet of building space is required to include hangars, shops, offices, classrooms, a pilot lounge, public restrooms, a flight planning/weather information area, and public telephones. A minimum of 15,000 square feet of hangar is required.
5. Maintenance: All of the Operator's aircraft must be maintained in accordance with FAA regulations.

F. TERMINATION OR MODIFICATION OF COMMERCIAL OPERATING AUTHORIZATION:

1. The Airport's prime objective in granting permission to conduct commercial services at the airport is to meet the aviation needs of the public. The Airport reserves the right to immediately terminate the Operator's commercial operating authority or reduce their operating authority to that of a lower operating classification if:
 - a) The Operator reduces its service activities to a level that is less than the required services, or

- b) The quality and/or quantity of required services, in the Airport's opinion, deteriorates to a level at which the services fail to meet the operating needs of the aviation public.

Chapter 7
GROUND TRANSPORTATION SERVICES

Any commercial operator desiring to provide transportation for passengers, baggage, or freight from the Airport shall comply with the following Minimum Standards:

A. ON-AIRPORT CAR RENTAL CONCESSION

Persons desiring to provide cars to the traveling public from a location on Airport property shall meet the following minimums:

1. Lease of Space
 - a) The operator shall lease a minimum of eight (8) linear feet of counter space in a designated area of the Terminal, plus office space from which it shall conduct its rental car activity.
 - b) Operator shall lease ready/return parking in an amount to accommodate ten (10) cars.
 - c) Operator desiring to maintain vehicles on Airport property shall lease or sublease 12,000 square feet of land and construct, lease, or sublease a building for Vehicle maintenance.
 - d) Operator shall lease over-flow Vehicle parking space to accommodate the balance of the fleet not stored in ready/return areas.
2. Nationwide Reservation
 - a) Have, or be able to obtain, nationwide reservation services.
3. Fleet Size/Age
 - a) Have a car rental fleet that meets the needs of customers at the Airport.
4. Services
 - a) The Operator shall furnish good, prompt, and efficient service, adequate to meet all reasonable demands for automobile rental service at the Airport, on a fair and reasonable basis, and to charge

prices for such services in accordance with its usual standards, on a basis substantially similar to that charged for similar size automobiles, within the State of Minnesota.

5. Vehicle Maintenance

- a) Operator shall maintain rental Vehicles in good operative order, free from known or reasonably ascertainable mechanical or physical defects, and in clean, neat and attractive condition, inside and outside.

6. Operating Hours

- a) Car Rental offices shall remain open for such periods during each day and such days during each week as may be necessary to meet airline flight schedules and reasonable demands for car rental services.

7. Personnel

- a) In addition to Chapter 3, Paragraph D, Operator's employees shall be neat, clean, and courteous. Operator shall not permit its agents, servants, or employees to conduct business in a loud, noisy, boisterous, offensive, or objectionable manner, or to solicit business outside the leased space except through the use of signs as stated in the lease.

B. OFF-AIRPORT CAR RENTAL CONCESSION

Any Operator desiring to provide rental cars to the traveling public from an off-Airport site and to pick-up and drop-off its customers at the Airport must meet the following minimums:

1. Courtesy Vehicles

- a) Operator shall comply with the Minimum Standards for courtesy vehicles contained herein. If the operator is picking up the customer in the vehicle to be rented, operator is exempt from courtesy "equipment" requirements.

2. Nationwide Reservations

- a) Have, or be able to obtain, nationwide reservation services.
3. Fleet Size/Age
- a) Have a car rental fleet that meets the needs of the customers at the Airport.
4. Services
- a) The Operator shall furnish good, prompt, and efficient service, adequate to meet all reasonable demands for automobile rental service at the Airport, on a fair and reasonable basis, and to charge prices for such services in accordance with its usual standards, on a basis substantially similar to that charged for similar size automobiles, within the state of Minnesota.
5. Vehicle Maintenance
- a) Operator shall maintain rental vehicles in good operative order, free from known, or reasonably ascertainable, mechanical or physical defects, and in clean, neat and attractive condition, inside and outside.
6. Operating Hours
- a) Car rental offices shall remain open for such periods during each day and such days during each week as may be necessary to meet the airline flight schedule and reasonable demands for car rental services.
7. Phone Service
- a) So long as the operator has a valid Airport use permit, the Operator shall have the privilege of acquiring a direct line phone to its place of business in the Terminal building in the same manner and to the same extent offered to the public by the Airport or its advertising agent.
8. Advertising
- a) So long as the Operator has a valid Airport use permit, the Operator shall have the privilege of purchasing display advertising

in the Terminal building in the same manner and extent offered to the public by the Airport or its advertising agent.

9. Car drop-off/parking

- a) Operator is authorized to drop off rental cars at the Airport for customers. All drop off cars must be parked only in the parking area that has been leased to the Operator.

10. Personnel

- a) In addition to Chapter 3, Paragraph D, Operator's employees shall be neat, clean, and courteous. Operator shall not permit its agents, servants, or employees to conduct business in a loud, noisy, boisterous, offensive, or objectionable manner, or to solicit business on the Airport except through the use of signs as herein above set forth.

11. Terminal Area Solicitation

- a) Operators and their employees are prohibited from soliciting business in any manner whatsoever upon Airport property unless specific Airport approval is received. Operator, drivers, or other employees may enter the Terminal building only for the purpose of locating the customer requesting service and assisting a customer in moving his or her luggage from the baggage claim area to the courtesy vehicle.

C. LIMOUSINE / BAGGAGE DELIVERY CONCESSION

Persons desiring to operate an Airport Limousine/Baggage delivery concession on the Airport must provide as a minimum, the following:

1. Compliance with City Ordinances:

- a) Perspective operators must be licensed, and continue to operate, in accordance City laws and ordinances.

2. Application and Use Agreement:

- a) Prospective Operators shall have complied with the provisions of Chapter 3 of these Minimum Standards.

3. Personnel:

- a) In addition to Chapter 3, Paragraph D, Operator shall employ properly trained and licensed drivers for all hours of their operation. Drivers shall be clean and neatly dressed. Operator shall not permit its agents or employees to conduct business in a loud, noisy, boisterous, offensive, or objectionable manner, or to solicit business on the Airport except as provided in the approved operating agreement.

4. Vehicles/Service:

- a) Vehicles shall receive annual safety inspections in accordance with St. Cloud City Code.
- b) A schedule of fares shall be conspicuously displayed in each Vehicle.
- c) Operator must ensure that the level of service provided and the associated rates or charges for those services to individuals with disabilities are equal to the level of service provided to individuals without disabilities in accordance with the provisions of the American Disabilities Act.
- d) A Company logo shall be prominently displayed on the exterior of the Vehicle.
- e) Vehicles shall be maintained mechanically in accordance with manufacturer recommendations. Vehicles shall be clean (interior and exterior) with damaged or rusted areas being promptly repaired.
- f) Vehicles having missing, damaged, or partly repaired parts may not be operated on the Airport.
- g) Vehicles shall have sufficient storage or trunk space to transport one (1) bag per passenger seat.
- h) Smoking in vehicles shall be prohibited.

5. Hours of Operation:

- a) Service shall be provided for passengers departing from and arriving at the Airport, seven days a week. Operator shall change schedule of operation to conform to the flight schedule changes of various airlines serving the Airport, insuring that passengers have a wait of no longer than one (1) hour.

D. COURTESY VEHICLES

A courtesy vehicle shall mean a vehicle providing transportation at no charge to the passenger, for passengers and their baggage, to a commercial operation located off-Airport including, but not limited to, rental car, hotel/motel, and resort destinations. Operators desiring to operate courtesy Vehicles shall have a written Airport use agreement with the Airport that includes the Operator's commitment to complying with the following operating standards:

1. Equipment/Services

- a) Vehicles shall be maintained mechanically in accordance with manufacturer recommendations. Vehicles shall be clean (interior and exterior) with damaged or rusted areas being promptly repaired. Vehicles having missing, damaged or partly repaired parts, may not be operated on the Airport.
- b) Services provided must be in accordance with the provisions of the American Disabilities Act.
- c) A Company logo shall be prominently displayed on the vehicles.
- d) Vehicles shall have sufficient storage space to transport one (1) bag per passenger seat.

2. Customer Loading/Unloading

- a) Operator shall stop courtesy vehicles in the loading zone adjacent to the Airport Terminal building for the purpose of loading or unloading customers.

3. Personnel

- a) In addition to Chapter 3, Paragraph D, Operator shall employ properly trained and licensed drivers. Drivers shall be clean and

neatly dressed at all times. Operator shall not permit its agents or employees to conduct business in a loud, noisy, boisterous, offensive, or objectionable manner.

4. Hours of Operations

- a) Operator's service shall be available to all of its customers arriving/departing on all flights at the Airport daily.

5. Terminal Area Solicitation

- a) Operators and their employees are prohibited from soliciting business in any manner whatsoever upon Airport property unless specific Airport approval is received. Operator, drivers, or other employees may enter the Terminal building only for the purpose of locating the customer requesting service and assisting a customer in moving his or her luggage from the baggage claim area to the courtesy vehicle.

Chapter 8
NON-COMPLIANCE

A. PENALTIES

1. Any person violating any local, state or federal regulations are subject to penalty..

B. NOTIFICATION

1. When an activity in violation of Airport regulations and standards is brought to the attention of the Airport Director, the person/persons conducting the activity shall be notified in writing. After written notification to the operator, the Airport Director will notify the proper authorities for enforcement of the related violation. However, should the City of St. Cloud determine that the activity in violation of Airport regulations and standards is dangerous or unsafe, the person/persons conducting the activity will be directed to immediately cease and desist such activity.

C. ADDITIONAL ENFORCEMENT MEASURES

1. If the activity continues, the individual(s) conducting the activity will be directed to vacate the Airport. If the individual(s) conducting the activity refuses to leave, the City of St. Cloud will notify the St. Cloud Police Department or the St. Cloud City Attorney and the individual(s) will be prosecuted to the full extent of the law.

D. APPEALS PROCESS

1. The City of St. Cloud may hear and decide appeals from the individual(s) so penalized in accordance with City of St. Cloud laws. To begin the appeals process, operator must provide written notification of appeal to the Airport Director and the Airport Director will then take appropriate action.

E. OTHER NON-COMPLIANCE STANDARDS

1. These standards are in addition to any remedies authorized by a lease, contract, law, or regulation.

Chapter 9
DOCUMENT REVIEW

A. REVIEW BY AIRPORT ADVISORY BOARD

1. The St. Cloud Regional Airport Advisory Board will create a subcommittee that will review the Airport Minimum Standards every three (3) years.
 - a. Airport Minimum Standards may be reviewed prior to every three (3) years if an issue arises that forces such a review.
 - (1) If the review is other than every three (3) years, the Advisory Board Subcommittee may also look at a single issue rather than the entire document.

B. INPUT FROM THOSE AFFECTED BY CHANGE

1. The St. Cloud Regional Airport Advisory Board subcommittee created to review the Airport Minimum Standards will seek input from affected parties if changes are recommended during the review process.

Mandatory Lease Clauses

1. **BENEFIT TO PUBLIC.** Lessee agrees to operate the premises leased for the use and benefit of the public:
 - A. To furnish good, prompt, and efficient service adequate to meet all the demands for its service at the airport.
 - B. To furnish said service on a fair, equal, and non-discriminatory basis to all users thereof, and
 - C. To charge fair, reasonable, and non-discriminatory prices for each unit of sale or service, provided that the lessee may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

2. **NON-DISCRIMINATION.** The Lessee, his agents, and employees will not discriminate against any person or class of persons by reason of race, color, creed, or national origin in providing any services, or in the use of any of its facilities provided for the public, in any manner prohibited by Part 15 of the Federal Aviation Regulations.

The Lessee further agrees to comply with such enforcement procedures as the United States might demand that the Lessor take in order to comply with Sponsor Grant Assurances.

3. **SELF SERVICING.** It is clearly understood by the Lessee that no right or privilege has been granted which would operate to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.

4. **EXCLUSIVE RIGHTS.** It is understood and agreed that this agreement shall not be construed in any manner to grant Lessee or those claiming under it the exclusive right to and use of the premises and facilities of the Lessor other than those premises leased exclusively to the Lessee herein.

5. **AIRPORT IMPROVEMENTS.** Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or the view of the Lessee, and without hindrance or interference.

6. **AIRPORT MAINTENANCE.** Lessor reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the airport and all the publicly owned facilities of the airport, together with the right to direct and control all activities of Lessee in this regard.

7. **WAR OR NATIONAL EMERGENCY.** During the time of war or national emergency Lessor shall have the right to lease the landing area or any part thereof to the united States Government for military of naval use, and, if such lease is executed, the provision of this instrument insofar as they are inconsistent with the provisions of the lease to the government, shall be suspended.
8. **PROTECTION OF AIRPORT APPROACHES.** Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the airport that, in the opinion of the Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft.
9. **SUBORDINATE TO U.S. GOVERNMENT PROVISIONS.** This lease shall be subordinate to the provisions of any existing or future agreement between Lessor 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.
10. **GRANT ASSURANCES.** Public owners of airports to which the FAA has made tentative allocations of federal airport funds before entering into Grant Agreements must assure the FAA that all existing leases concerning the providing of any service to the public on the airport contains Clauses 1-9 of these Mandatory Lease Clauses. If any existing leases do not contain these clauses, they should be amended prior to submission to FAA. It is recommended that the remaining clauses listed in these Mandatory Lease Clauses also be included in the lease.
11. **SNOW REMOVAL.** It is explicitly understood priority shall be given to snow removal of runways, taxiways, aircraft parking aprons and public streets, roads, and driveways.
12. **ASSIGNMENT AND SUBLETTING.** The Lessee shall not assign, transfer, mortgage, pledge or sublet its rights in this lease nor grant any concession hereunder, in whole or in part, without the prior written consent of the Lessor. Such consent shall not be unreasonably withheld.
13. **NON-DISCRIMINATION:** During the performance of this agreement, Lessee agrees to the following:

No person shall on the grounds of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age be excluded from the full employment rights in, participation in, be denied the benefits of or be otherwise subjected to

discrimination under any and all applicable federal and state laws against discrimination.

14. **DATA PRACTICES.** All data collected, created, received, maintained or disseminated for any purposes by the activities of the Lessee because of this Lease is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13 as amended, the Minnesota rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.
15. **INDEPENDENT CONTRACTOR.** Nothing contained in this agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with the Lessor. No tenure or any rights or benefits, including worker's compensation, unemployment compensation, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to Lessor's employees shall accrue to Lessee or its employees who perform services during the term of this Lease.
16. **RIGHT OF INSPECTION.** The Lessor reserves and retains for its officers, employees, and authorized representatives the full and unrestricted right to enter the premises for the purpose of inspecting or protecting such premises and of doing any and all things which the Airport Director deems necessary for the proper and general conduct and operation of the St. Cloud Regional Airport.
17. **TERMINATION AND CANCELLATION.**
 - A. **Termination:** This agreement shall terminate at the end of the term thereof, and the Lessee shall have no further right or interest in the premises or improvements except as may be herein specifically provided.
 - B. **Default by Lessee:** This Agreement shall be subject to termination by the Lessor in the event the Lessee shall:
 1. In the event any payment is in arrears more than twenty (20) days, then Lessor may, but shall not be required to, send notice of the default. In the event notice of the default is sent, then Lessee shall have ten (10) days after receipt to cure such default. In the event the default is not so cured, then the lease may be terminated at Lessor's option. Such right for Lessor shall exist regardless of previous forbearance.
 2. File a voluntary Petition in Bankruptcy.
 3. Abandon the premises.

4. Default in the performance of any of the covenants and conditions required to be performed by the Lessee herein (except for the rental payment specifically mentioned above), and such default continuing for a period of thirty (30) days after receipt of notice from the Lessor of the default.
5. If the Lessee shall make an assignment for the benefit of creditors.
6. If the Lessee's license shall be cancelled.

In any of the above events, the Lessor may take immediate possession of the premises and remove the Lessee's effects, forcibly if necessary, without being deemed guilty of trespassing. Upon such entry, this Agreement shall terminate. It is agreed that the failure of the Lessor to declare this Agreement terminated upon the default of Lessee for any of the reasons set forth shall not operate or bar or destroy the right of the Lessor to declare this Agreement null and void by reason of any subsequent violation of the terms of this Agreement.

All property of the Lessee which is located on the premises, whether exempt from execution or not, shall be found by and subject to a lien for the payment of any rent or fees, and for any other damages arising from a breach by the Lessee of any portion of this Agreement, and the Lessee agrees that the Lessor may take possession of said property, or any part or parts thereof, and sell or cause the same to be sold at a public or private sale, without notice, to the highest bidder for cash, and apply the proceeds of said sale toward the cost thereof and then towards the indebtedness, or other damages.

- C. In the event of default by Lessee, the Lessee shall be liable to the Lessor for the balance of the rent herein reserved and all costs of collection, including reasonable attorney's fees.
 - D. The Lessee may negotiate with the Lessor for the suspension or reduction of the payment of fees called for under this Agreement in the event that the United States Government or any of its agencies shall occupy the Airport or any substantial part thereof to such an extent as to materially interfere with Lessee's operation.
18. **TAXES, LICENSES, DEBTS.** The Lessee covenants and agrees to pay promptly all valid taxes, excises, license fees, permit fees, bills, debts and obligations incurred by it in connection with its operations of said business on the leased premises, and not permit the same to become delinquent and to suffer no lien, mortgage, judgment or execution to be filed against said

property or improvements thereon which will in any way be an impairment to the right of the Lessor under this lease.

19. **INSURANCE.** At all times during the term of this lease, Lessee agrees that it will, at its own cost and expense, provide and keep in force for the benefit of the Lessee and the Lessor as additional insured, a policy or policies of insurance as follows, unless otherwise specified:

A. Bodily injury and property damage combined single limit insurance in an amount not less than \$500,000.00 per occurrence.

B. Automobile insurance in an amount not less than:

1. Liability - \$100,000.00 per person; \$300,000.00 per occurrence;

2. Property - \$25,000.00 per occurrence.

The Lessee is responsible for any deductible payment on any such insurance on all above insurance policies.

Certificates evidencing such insurance is current and active shall be kept on file in the Airport Director's Office.

20. **INDEMNIFICATION OF LESSOR AGAINST CLAIMS AND PERSONAL INJURY OR PROPERTY DAMAGE.** Lessee shall defend, indemnify and hold harmless from and against any claim, loss, expense or damage to any person or property in or upon the leased premises or any area allocated to or used exclusively by Lessee's use or occupancy of said premises, or any act or neglect of Lessee or Lessee's servants, employees or agents, or any change, alteration or improvement made by Lessee in the leased premises.

21. **WAIVERS.** No waiver or default by the Lessor of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Lessee shall be constructed as, or operate as, a waiver by the Lessor of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by the Lessee.

22. **SURRENDER AND HOLDING OVER.** The lessee covenants that at the expiration of the period for which the demised premises are leased to it, or at the earlier termination of the letting thereof, it will quit and surrender said premises in good state and condition, reasonable wear and tear excepted. Should the Lessee hold over the use of or continue to occupy the leased premises after expiration of the lease, such holding over will be as a tenant at sufferance for which use it shall pay rent at double the amount herein

provided and in addition be liable for any and all damages resulting from such tenancy.

23. **QUIET ENJOYMENT.** Lessor covenants for itself, its successors and assigns that Lessee, upon payment of the rent and performance of Lessee's other covenants herein, shall and may peaceably and quietly have, hold and enjoy the leased premises during the primary term and any renewal terms thereto.

Lessor and its agents and employees shall use due care to treat confidential all matters pertaining to Lessee's business, except those things which of necessity must become part of public record, it being recognized that Lessor is subject to Minnesota State Law regarding open records and open meetings. Lessor shall make every effort to not provide individual numbers concerning individual locations and records of their sales to the public.

24. **NOTICES.** Any notices required to given hereunder shall be given by first class mail, or telegram, addressed to the respective addresses below, or such other address as may be specified in writing from time to time:

LESSOR
St. Cloud Regional Airport
550 – 45th Avenue SE, Suite 1
St. Cloud, MN 56304

LESSEE

25. **MERGER AND MODIFICATION.** It is understood and agreed that the entire agreement between the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this agreement are incorporated or attached and are deemed to be a part of this agreement.

Any material alterations, variations, modifications or waivers of provisions of this agreement shall be valid only when they have been reduced to writing as an amendment hereto signed by both parties.

26. **DESTRUCTION OF LEASED PREMISES.** In the event that the leased premises shall be rendered wholly or partially unfit for use by fire or other casualty, the Lessor may, at its option, repair the said premises, if the repairs can be reasonably accomplished within ninety (90) days after the said destruction. All such repairs shall be accomplished in a good and workmanlike manner.

In the event that the leased premises are rendered wholly unfit for use by the Lessee, the Lessee has the option of vacating the premises during the period of repair, during which period, until the premises are again ready for at least partial occupancy, no rent shall accrue or, in the alternative, Lessee

may consider the agreement to have been terminated. In the event the leased premises should be rendered partially unfit for use by the Lessee by fire or other casualty to the extent that more than fifty (50%) percent of the value of the leased premises has been destroyed, the Lessee may remove from the leased premises unless the Lessor promptly proceeds to repair or eliminate the conditions which constitute a health hazard. If the Lessor proceeds to repair the premises and the Lessee remains in possession, shall abate to the extent that the Lessee is deprived of the full, normal use thereof.

This paragraph shall not apply to any damage or condition occasioned by the neglect or improper use of the leased premises by the Lessee.

27. **OTHER AGREEMENTS.**

- A. **Successor and Assigns.** This lease shall be binding upon and inhere to the benefit of the parties hereto, their successors and assigns.
- B. **Applicable Law.** This lease shall be governed by and construed in accordance with the laws of the State of Minnesota.
- C. **Jurisdiction.** Any claim or other matter in question arising out of or related to this Agreement which is not resolved as provided for may be litigated in the District Court of the State of Minnesota and venued in the county where this Agreement has been executed, that being Stearns County.
- D. **Entire Agreement -- Modification in Writing, Signed and Delivered by Both Parties.** This lease contains all of the agreement and representations between the parties. None of the terms of this lease shall be waived or modified to any extent, except by a written instrument signed and delivered by both parties.
- E. **Severability of Invalid or Unenforceable Clause -- Remainder of Lease Enforceable-Clause Applicable to Other Persons and Circumstances.** If any clause, phrase, provision or portion of this lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease, nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.
- F. **Attorney's Fees.** In the event this agreement is placed in the hands of an attorney for collection of rental, fees or damages, or any portion

thereof, due or becoming due hereunder, or to take possession of the premises, or to enforce compliance with the agreement, or for failure to observe any of the covenants of this agreement, the Lessee shall pay the Lessor reasonable attorney's fees for services rendered the Lessor in that regard.

- G. **No-Smoking Policy.** In order to serve the health, safety and general welfare of the public and all airport employees, smoking shall not be permitted in the leased premises.

FULL SERVICE FBO DEVELOPMENT PROCESS

Single Service Operator

Multiple Service

Full Service FBO

1st Entry Level

2nd Entry Level

3rd Entry Level

Aircraft Maintenance

Pilot Training

Aircraft Rental

Aircraft Charter

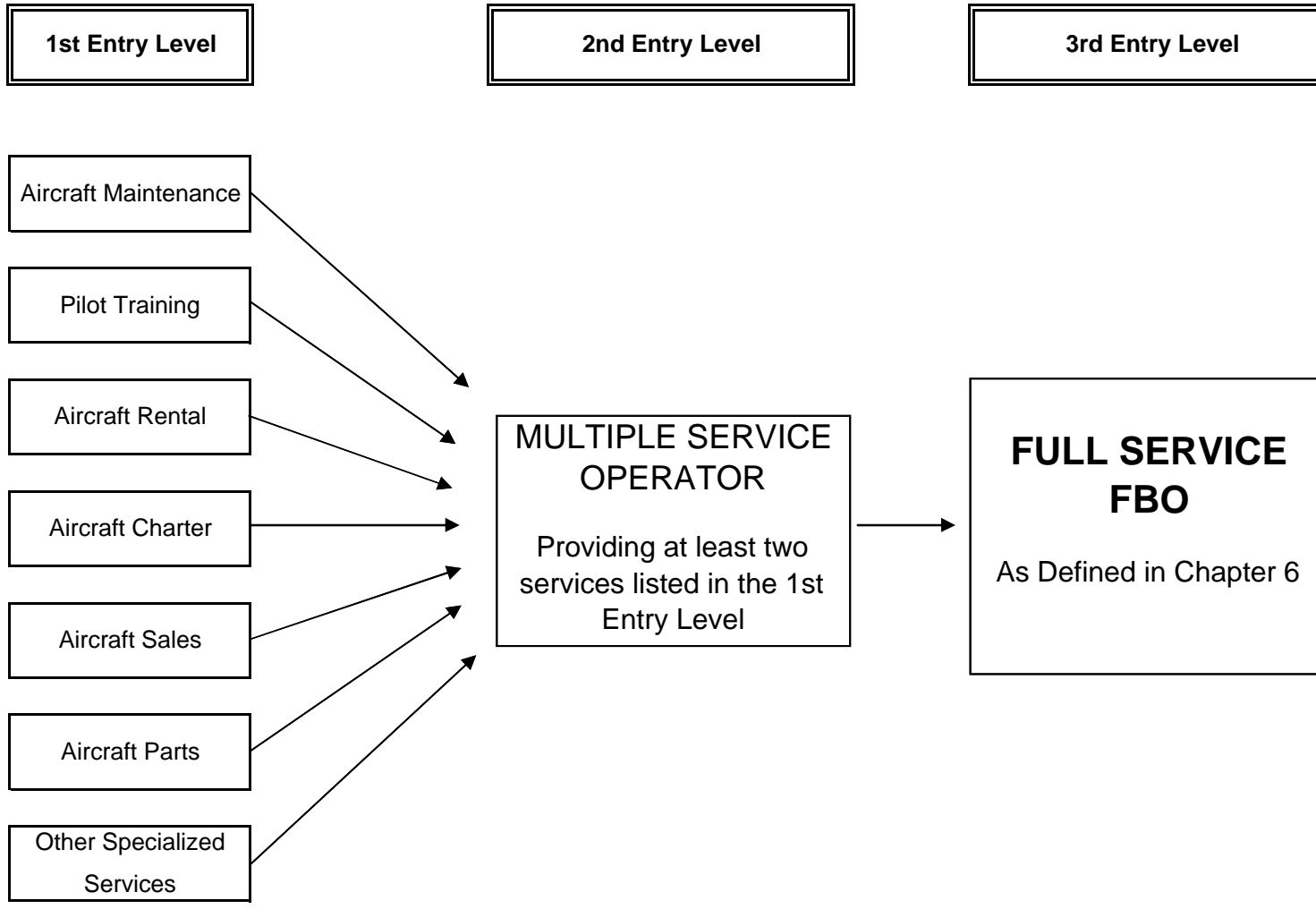
Aircraft Sales

Aircraft Parts

Other Specialized Services

MULTIPLE SERVICE OPERATOR
Providing at least two services listed in the 1st Entry Level

FULL SERVICE FBO
As Defined in Chapter 6





St. Cloud Regional Airport
AERONAUTICAL BUSINESS APPLICATION

- Initial Application – Complete all portions of this application
- Renewal Application – Complete only those portions of this application that have changed

Business Name: _____

Applicant Name: _____ Title: _____

Home Address: _____

City, State, Zip: _____

Business Address (If one exists): _____

City, State, Zip: _____

Phone (work): _____ (fax): _____ (emergency): _____

Email Address: _____

Business Activity To Be Offered (Check All That Apply):

- Full Service Fixed Base Operator
- Single/Multiple Service Operator

- Aircraft Charter Services
- Aircraft Leasing or Rental Services

- Aircraft Maintenance and Repair Services
- Flight Training Services

- Full Service Fixed Base Operator
- Aircraft Sales Services

- On-Airport Rental Car Concession
- Off-Airport Rental Car Concession

Specialized Aircraft Repair Services (list service) _____

Specialized Commercial Flying Services (list services) _____

Other _____

Intended Scope of Activities

- Amount of Land to be Leased or Subleased: _____
- Building Space to be Constructed: (*Attach Construction Application Form*)
- Number of Aircraft (or Vehicles) to be Provided, if applicable: _____
- Number of Qualified and/or Certified Employees: _____
- Hours of Proposed Operation: _____
- Evidence of Minimum Insurance Coverage as Established by Airport: (*Attach Separate*)
- Evidence of Appropriate FAA and State Licenses: (*Attach Separate*)
- Evidence of Operator’s Financial Capability to Perform the Proposed Services and Provide and Maintain Required Facilities: (*Attach Separate*)
- Evidence of Operator’s Level of Competency and Experience in Successfully Performing the Proposed Services: (*Attach Separate*)

I, The above named Applicant, hereby request the above action from the city for the privilege of conducting commercial aeronautical activities on the St. Cloud Regional Airport. I have completed the foregoing application and know the contents thereof. I understand that I am responsible for any fees or charges that shall accompany this permit. I agree to abide by Airport Minimum Standards and all rules and regulations of the St. Cloud Regional Airport, the State of Minnesota, and the Federal Aviation Administration.

Signature of Applicant

Date

Social Security Number

(SSN information will be kept confidential and not made available to the public)



St. Cloud Regional Airport
AERONAUTICAL BUSINESS PERMIT
(Required to conduct commercial aeronautical activity on the airport)

_____ is hereby granted the privilege of conducting commercial aeronautical activities on the airport and, in consideration of this request being granted, does agree to the following:

Business or Activity Permitted (Check all that apply):

- | | |
|---|---|
| <input type="checkbox"/> Full Service Fixed Base Operator | <input type="checkbox"/> Single/Multiple Aviation Service Operator |
| <input type="checkbox"/> Aircraft Charter Services | <input type="checkbox"/> Aircraft Leasing or Rental Services |
| <input type="checkbox"/> Airframe Maintenance and Repair Services | <input type="checkbox"/> Powerplant Maintenance and Repair Services |
| <input type="checkbox"/> Aircraft Sales Services | <input type="checkbox"/> Flight Training Services |
| <input type="checkbox"/> On-Airport Rental Car Concession | <input type="checkbox"/> Off-Airport Rental Car Concession |
| <input type="checkbox"/> Specialized Aircraft Repair Services (list service) _____ | |
| <input type="checkbox"/> Specialized Commercial Flying Services (list services) _____ | |
| <input type="checkbox"/> Other _____ | |

These activities are limited to the airport by ordinance. Please refer to the Airport Minimum Operating Standards for further information on each type of business.

FEE PAYMENT: The Applicant agrees to pay all applicable monthly fees on time by the tenth (10) day of each month, and all required fees, including late fees, interest and penalties, without deduction of any kind.

PERMIT LIMITATIONS: This permit may not be assigned or transferred, and is limited to only the approved business activity listed above.

INFORMATION CHANGES: The Applicant shall notify the Airport Administration Office in writing within fifteen (15) days of any change to the information provided on this form.

INDEMNIFICATION: The Applicant shall indemnify and hold harmless the City of St. Cloud.

COMPLIANCE WITH THE LAW: The Applicant shall comply with all applicable laws, ordinances, rules and regulations.

The undersigned representative certifies he/she is authorized to sign for the business and acknowledges receipt of a copy of this permit.

Authorized Business Representative Date Signed

Authorized Airport Representative Signature Date signed

***** **Airport Administration Use Only** *****

Documents provided to applicant upon Granting Permit

- City Code – Section 200
- Airport Rules and Regulations
- Airport Minimum Operating Standards
- Receipt for Payment of Fees

Additional attached documents if applicable

- Lease/License Agreement
- Sublease Agreement
- Airport Driver/Vehicle Permit
- FAA Certificates
- Certificates of Insurance
- Business Tax License/ID

AIRPORT DIRECTOR’S COMMENTS:

Approved By:

Airport Director (or Designee)

Date Signed

AIRPORT ADVISORY BOARD COMMENTS:

ST. CLOUD REGIONAL AIRPORT CONSTRUCTION APPLICATION FORM

The Construction Application form shall be completed and submitted to:

St. Cloud Regional Airport
Attn: Airport Director
1550 – 45th Avenue SE, Suite 1
St. Cloud, MN 56304

Questions shall be directed to:

Bill Towle, Airport Director
(320) 255-7292 office
(320) 650-3255 fax
william.towle@ci.stcloud.mn.us

These items are required prior to the Airport Advisory Board reviewing an application for construction. Fill out all those that apply:

Applicant's Name: _____

Applicant's Address: _____

Applicant's Information: Home() _____ Work() _____
Cell() _____ Email: _____

Reason for Application: _____

Proposed Location/Building: _____

Proposed Use: _____

Building Size:
Length: _____ Width: _____ Height: _____
Notes: _____
(Hangars: approximate hangar door size, direction of access, number of units, etc.)

Type of Construction materials Proposed:
Wood: Metal: Wood/Metal Combination: Other: Specify _____

Exterior Colors: Main: _____ Trim: _____ Doors: _____ Roof: _____

Signage: Dimensions: _____ Material: _____ Color: _____

Utilities Requested:
Electrical: Water: Sanitary Sewer: Telephone: Natural Gas: