



**LA CROSSE REGIONAL AIRPORT  
LA CROSSE, WISCONSIN**

**MINIMUM STANDARDS  
FOR  
COMMERCIAL AERONAUTICAL  
SERVICE PROVIDERS**

**ADOPTED \_\_\_\_\_**

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## SECTION 1 GENERAL STATEMENT OF POLICY

These Minimum Standards for Commercial Aeronautical Service Providers are hereby originally adopted by the La Crosse, Wisconsin Common Council (City) for the La Crosse Regional Airport (Airport) this 9th day of October, 2015, superseding any and all previous documents of this kind previously adopted by the Council or its predecessor. Notwithstanding the provisions herein, each Operator shall conduct its business and activities on and from its leased premises in a safe and professional manner consistent with all FAA standards and applicable laws and regulations.

It is the intent and policy of the City to operate and develop the Airport as the primary commercial aviation facility for Southwest Wisconsin, Southeast Minnesota, and Northeast Iowa serving all facets of aviation, including general aviation, passenger air carriers, and air cargo operations. The Airport is a publicly owned and operated Airport, and is subject to certain Federal obligations to operate in a financially self-sufficient manner and to make available to any persons, firms, or corporations the opportunity to engage in Commercial Aeronautical Activities at the Airport that satisfy a demonstrable need and that meet the Minimum Standards as established, adopted, and revised from time to time by the City. It shall be the policy of the City that any person, firm, or corporation wishing to provide Aeronautical Services to the public or conduct special Commercial Aeronautical Activities as defined herein at the Airport shall be given equal opportunity to compete without unjust discrimination for use of available Airport facilities pursuant to FAA Airport Improvement Program (AIP) Grant Assurance 22 *Economic Nondiscrimination*. The City has established these Minimum Standards for the Airport with the intent of providing fair and reasonable rules to govern the conduct of Commercial Aeronautical Activity on the Airport.

These Minimum Standards were developed in accordance with FAA Advisory Circular 150/5190-7, *Minimum Standards for Commercial Aeronautical Activities*, dated August 28, 2006. The Aviation Board may make revisions and amendments to these Minimum Standards when business conditions at the Airport necessitate it, or when necessary to comply with FAA, Transportation Security Administration (TSA), or other governmental regulations.

Commercial Aeronautical Activities not addressed in the Minimum Standards are to be addressed by the City on a case-by-case basis in the Operator's written Lease, Permit, or Agreement.

Except as permitted by federal law or FAA policy, nothing herein shall be construed to grant or otherwise authorize the granting of an exclusive right to provide any aeronautical service to the public or to conduct any Aeronautical Activity on the Airport. For purposes of these Minimum Standards, an exclusive right is a power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right.

It is the intent of the City to enforce these Minimum Standards in a consistent, uniform, and fair manner to accomplish the City's goals and promote successful commercial business operations at the Airport. The Airport Manager is responsible for and is hereby empowered and authorized to enforce these Minimum Standards. Appeals shall be directed to the Aviation Board.

## SECTION 2 BUSINESS ACTIVITIES

Subject to applicable orders, certificates, or Permits of the FAA or its successor, no person shall use the Airport, or any portion thereof, or any of its improvements or facilities for a revenue-producing Commercial Aeronautical Activity to serve the public, who has not first complied with these Minimum Standards and the Rules and Regulations of the Airport and entered into a written Agreement or obtained a written Permit from the City.

## SECTION 3 DEFINITIONS

For purposes of these Minimum Standards, the following definitions shall apply:

Aeronautical Services/Activities: means any activity or service conducted at the Airport that involves, makes possible or is required for the operation of aircraft, or that contributes to or is required for the safety of such operations. The following services/activities commonly conducted on airports are Aeronautical Activities within this definition: charter operations, air cargo operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising, air ambulance services, surveying, air-carrier operations, aircraft sales and services, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, and any other activities that, because of their direct relationship to the operation of an aircraft, can appropriately be regarded as an "Aeronautical Activity."

Agreement: means the written agreement between the City and an Operator specifying the terms and conditions under which the Operator may conduct commercial aviation activities. Such Agreement shall recite the terms and conditions under which the activity shall be conducted at the Airport, including but not limited to: rents, fees, and charges to be paid; and the rights and obligations of the respective parties.

Aircraft or aircraft: means a device which is used or intended to be used for flight in air. Examples of aircraft include, but are not limited to: airplane, sailplane, glider, rotorcraft (helicopter, gyrocopter, or auto gyro), unmanned aerial vehicles, balloon, and blimp.

Aircraft Fuel: means all flammable liquids composed of a mixture of selected hydrocarbons expressly manufactured and blended for the purpose of effectively and efficiently operating an internal combustion, jet, or turbine engine in an aircraft.

Aircraft Fueling Vehicle: means any vehicle used for the transportation, delivery, and dispensing of Aircraft Fuel.

Aircraft Movement Area: means the runways, taxiways, and other areas of the airport utilized for taxiing, hover taxiing, air taxiing, and takeoff or landing of aircraft, exclusive of loading ramps, maintenance ramps and parking areas.

Airplane Design Group: A FAA designated grouping of Aircraft based upon wingspan. The groups are as follows:

- Group I: Up to but not including 49 feet
- Group II: 49 feet up to but not including 79 feet
- Group III: 79 feet up to but not including 118 feet
- Group IV: 118 feet up to but not including 171 feet
- Group V: 171 feet up to but not including 214 feet
- Group VI: 214 feet up to but not including 262 feet

Airport: means La Crosse Regional Airport and all of the area, buildings, facilities, and improvements within the exterior boundaries of such airport as it now exists, or as it may hereafter be extended or enlarged.

Airport Manager: means the individual employed and authorized by the City to be the chief administrative officer of the Airport, or the person authorized by the Airport Manager to act for or on behalf of the Airport Manager, with respect to any particular matter.

Airport Layout Plan: means the FAA approved and Airport adopted drawing, as may be amended from time to time, which reflects an agreement between the FAA and Airport depicting the physical layout of the Airport and identifying the location and configuration of current and proposed runways, taxiways, buildings, roadways, utilities, nav aids, etc. and proposed allocation of Airport land and/or improvements to specific uses and/or development.

Airport Security Plan: means the Transportation Security Administration (TSA) approved document, including any amendments or revisions thereto, that governs the provision of security at the Airport.

Aviation Board: means the Board established by Chapter 8 Article 2 of the Code of Ordinances of the City of La Crosse which is responsible for the construction, improvement, equipment, maintenance and operation of all Airport facilities for the City.

City: means the City of La Crosse, Wisconsin, owner and operator of the Airport, acting by or through the La Crosse Common Council, its Aviation Board, and/or any duly authorized employee, agent or instrumentality of the City of La Crosse, Wisconsin.

Commercial Aeronautical Activity: means an Aeronautical Activity for commercial purposes. A Commercial Aeronautical Activity also includes any third party or contract employee engaged in the performance of an Aeronautical Activity for compensation or hire at the Airport who is not an employee of a Fixed Base Operator or a Specialized Aviation Service Operator. For purposes of this definition, "commercial purposes" is the conduct of any aspect of a business, concession, operation, or agency providing goods or services to any person for compensation or hire, including exchange of services, whether or not such objectives are accomplished. An activity is considered a commercial activity regardless of whether the business is nonprofit, charitable, or tax-exempt.

Commercial Through-the-Fence Operation: means an Operator or entity that provides Commercial Aeronautical Activities to the public for compensation or hire but does not have an

Agreement with the City and does not occupy space on Airport property. It is the policy of the City to not allow Commercial Through-the-Fence Operations at the Airport.

Common Council: means the legislative body that governs the City of La Crosse, Wisconsin.

FAA: means Federal Aviation Administration.

Fixed-Base Operator (FBO): means any individual, firm or corporation duly licensed and authorized by written Agreement with the City to operate, under strict compliance with such Agreement and pursuant to these Minimum Standards, to offer Aeronautical Services to the public at the Airport as set forth herein.

Fuel Storage Area: means any portion of the Airport designed temporarily or permanently by the City as an area in which aviation or motor vehicle fuel or any other type of fuel or fuel additive may be stored.

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

General Aviation: means all phases of aviation other than military aviation, air cargo operations, and scheduled or non-scheduled commercial air carrier operations.

Gross Receipts: means all monies, income, or revenue paid or payable (collected and uncollected) to the Operator for sales made and services rendered at or from the Airport.

Ground Service Equipment: means any ground based equipment utilized in the servicing of aircraft.

Lease: means the written, contractual Agreement between the City and an entity which is enforceable by law, wherein said Agreement grants a concession or otherwise authorizes the conduct of certain activities.

Minimum Standards: means these Minimum Standards for Commercial Aeronautical Service Providers adopted by the City, as amended from time to time.

Operator: means either a Fixed Base Operator or a Specialized Aviation Service Operator, as applicable, or the City, when performing a Commercial Aeronautical Activity, unless the context clearly indicates another meaning.

Permit: means an administrative approval issued by the City to a person or company to conduct a Commercial Aeronautical Activity from facilities and locations where such services are authorized.

Personnel: means persons who are employees of an Operator or who are contractually obligated to render services to the public on behalf of an Operator.

Rules and Regulations: means the policies, procedures, and regulations which are established and amended from time to time by the City, to govern the safe, orderly, and efficient use of the



Airport.

Shall: the word "shall" is always mandatory and not merely directory.

Specialized Aviation Service Operator (SASO): means a Commercial Aeronautical Activity or any entity that provides any one or more of the services listed in Section 8 of these Minimum Standards.

State: means the State of Wisconsin.

TSA: means the Transportation Security Administration or its successor agency.

Two-way Radio: means a two-way communication system operated by a non-governmental entity that provides Airport advisory information.

#### **SECTION 4 GENERAL REQUIREMENTS**

- A. Operators shall meet or exceed the requirements of this section as well as the applicable standards applicable to the Operator's activities at the Airport.
- B. Each prospective Operator shall demonstrate, to the satisfaction of the City, that it is capable of consistently providing the proposed Commercial Aeronautical Activity in a safe, secure, efficient, prompt, courteous, and professional manner for a fair and reasonable price. This includes, but is not necessarily limited to, demonstrating that the prospective Operator's aviation/business background and experience is appropriate for the proposed Commercial Aeronautical Activities, and that the prospective Operator has the resources (including, but not limited to, the financial capacity) to realize its business objectives.
- C. Each prospective Operator shall provide evidence, satisfactory to the City, of its financial responsibility. The prospective Operator shall also demonstrate financial capability to initiate operations, to construct proposed improvements, and to provide working capital to carry on the contemplated business.
- D. No Operator shall engage in any type Commercial Aeronautical Activity or service at the Airport without first obtaining a written Lease, Permit, or Agreement from the City authorizing such Commercial Aeronautical Activity in accordance with specifications established by the City. Leases, Permits, or Agreements shall be for a term to be mutually agreed upon between the parties with due consideration for the financial investment and the need to amortize improvements to the leasehold.
- E. Operators shall comply with the Rules and Regulations, applicable Federal, State, and local laws, and all regulations, orders, certificates or Permits required by FAA, TSA, the Environmental Protection Agency, local fire regulations, and any other Federal, State, or local agencies and successors having jurisdiction over the Airport and the activities at the Airport, as may change from time to time.
- F. Each Operator shall conduct its business in a lawful and sanitary manner including, but not limited to, the timely handling and disposal of all solid waste, regulated waste, and

other materials. In accordance with the Airport Rules and Regulations, the piling and storage of crates, boxes, barrels, containers, refuse, and surplus property is not permitted upon Airport property.

- G. Each Operator shall, at its sole expense, provide and maintain all equipment and facilities of the Operator, and shall provide the required services and level of performance in a clean and safe condition at all times.
- H. Each Operator shall furnish good, prompt, courteous, and efficient services adequate to meet all reasonable demands on a fair, reasonable, and nondiscriminatory basis to all users of the Airport who wish to avail themselves of the Operator's services. It shall maintain and operate its business in a first-class manner, and shall at all times keep its premises in a safe, clean, and orderly condition, consistent with the business activity contemplated hereunder and reasonable satisfaction of the City.
- I. Each Operator shall provide a standard of service that is at least as high as that which is typical and customary of providers at similarly situated commercial service airports. Such standard of service shall include, without limitation, providing equal and responsive service to all users and customers of the Airport.
- J. Each Operator shall follow all security regulations and requirements established by the Federal, State, and local governments and shall abide by all the applicable provisions of the Airport Security Plan, as amended from time to time. In addition, the City reserves the right to require that principal officers of an Operator, regardless of level of involvement in the actual operation of the business, and any employee, customer, contractor, or sub-lessee of the Operator submit to a Security Threat Assessment (STA) and/or criminal history records check (CHRC), including fingerprinting, at the expense of the Operator, dependent upon which area on the airfield or facility direct, unescorted access is required. The City may suspend the authority of an Operator to conduct business at the Airport if the results of the STA and/or CHRC indicate that the individual poses a threat to the Airport, local community, State, or nation.
- K. Each Operator shall lease from the City, or provide under terms agreeable to the City, for its exclusive use, sufficient land and/or facilities for the services to be offered as set forth in these Minimum Standards or, otherwise, as required by the City for the type of services to be offered. Upon the written approval of the Airport Manager, the minimum leasehold/acreage required for each aeronautical service/activity described herein may be combined where reasonable and practical for Operators desiring to engage in more than one aeronautical service/activity.
- L. Each Operator shall lease or construct a building or buildings that shall provide sufficient, adequate, and properly lighted and heated space for work areas, office spaces, storage, and a public waiting area that includes access to indoor restroom facilities and a public telephone to accommodate the services being provided. Upon written approval of the Airport Manager, the minimum square footage required for each aeronautical service/activity described herein may be combined where reasonable and practical for Operators desiring to engage in more than one aeronautical service/activity.
  - 1. No building, structure, tie-downs, ramps, paving, taxi areas, or other improvements

- or additions to the Airport shall be altered, removed, placed, or constructed on the Airport without the written prior approval of the City.
2. Construction of any new Airport facilities shall comply with all Federal, State, and Local rules and regulations.
  3. In the event of any construction, the City may, at its discretion, require an appropriate bond to guarantee the completion of construction and/or demolition.
  4. The City shall approve all plans and specifications prior to construction, and a notice of proposed construction required by 14 CFR Part 77 is to be prepared by the Operator and submitted to the Airport Manager for FAA coordination and approval.
  5. All constructed improvements shall revert to the ownership of the City upon termination or expiration of the lease unless by agreement the improvements are to be demolished or otherwise removed by the Operator.
- M. Each Operator shall provide a sufficient number of properly certificated, rated and/or trained personnel to carry out their assigned duties for each service provided. Multiple responsibilities may be assigned to personnel to meet the requirement set forth herein. Where more than one activity is being provided by an Operator, multiple uses can be made of aircraft; except aerial applicator (agricultural) aircraft and those aircraft designated as exclusive use by FAA regulations.
- N. Each Operator shall make its services available to the public in accordance with the operating schedule described herein for each activity being provided.
- O. Each prospective Operator shall demonstrate to the City's satisfaction evidence of its ability to acquire and maintain insurance coverage as stipulated by the City for each particular type of Commercial Aeronautical Activity and as provided below and shall provide for an endorsement of such coverage on the Operators insurance policy:
1. The insurance company, or companies, writing the required policy, or policies, shall be licensed to do business in the State of Wisconsin.
  2. Where more than one Aeronautical Service is proposed, the minimum limits shall vary, depending upon the nature of individual services, but shall not necessarily be cumulative in all instances. For example, if three (3) activities are chosen, it would not be necessary for the Operator to carry insurance policies providing the combined total of the minimum limits for each type of operation; however, if one of the selected activities required passenger liability coverage or hangarkeeper's liability not required in either of the other two categories, the Operator would be required to provide insurance on the applicable exposures. As a further example, the minimum limit of property damage on a combination of activities would be the highest minimum limit stated in the grouping chosen. Because of these variables, the applicable minimum insurance coverage on combinations of services shall be discussed with the prospective Operator following the submission of the application.
  3. All insurance that the Operator is required to carry and keep in force shall include the officers, agents, and employees of the City named as an additional insured as well as a waiver of subrogation in favor of the City.
  4. Each Operator shall furnish evidence of compliance with this requirement to the City with proper certification that such insurance is in force and shall furnish additional certification as evidence of changes in insurance not less than ten days prior to any

- such changes, if the change results in a reduction of coverage, and not more than five days after such change if the change results in an increase in coverage.
5. The applicable insurance coverage shall be in force during the period of any construction of the Operator's facilities and/or prior to Operator's entry upon the Airport for the conduct of business.
  6. Each Operator shall furnish evidence of compliance with the applicable law with respect to workmen's compensation and unemployment insurance.
  7. Each Operator shall procure, maintain, and pay premiums, during the term of the Agreement, for the types of insurance as required by the City.

Airport insurance requirements are available from the Airport Manager or at [www.lseairport.com](http://www.lseairport.com)

- P. Each Operator shall protect, defend, and hold the City and its employees, agents, and contractors harmless from and against all liabilities, losses, suits, claims, judgments, fines, or demands, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to Operator's use of Airport facilities, including use or occupancy of its premises or relating to its premises, including the injury or death of any person or damage to any property, any environmental matter, (including but not limited to expert, investigation, and/or remediation costs and expenses of any site remediation), any other acts or omissions of Operator's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, damage, or other liability may occur, unless such injury, death, damage, or other liability is caused by the sole negligence of the City, its agents, employees, tenants, or contractors.
- Q. As a matter of policy, the City will not allow "through-the-fence" operations.
- R. Each Operator shall pay all fees associated with their operation at the Airport and as defined in the Airport Schedule of Fees.

## **SECTION 5 APPLICATION**

An application shall be made to the City for permission to carry on any Commercial Aeronautical Activity at the Airport. Three complete originally signed applications, as set forth herein, shall be delivered to the office of the Airport Manager. The application shall be in writing and in sufficient detail to discern the complete qualifications of the applicant to perform the proposed Commercial Aeronautical Activity and shall include, as a minimum, the following:

- A. A description of the proposed business activity including:
  1. The name, addresses, electronic mail address, and telephone number of the applicant.
  2. A detailed description of the proposed Commercial Aeronautical Activity including the proposed date of commencement of the services and proposed hours of operation.
  3. The amount, size, and location of the land and/or facilities to be leased.
  4. Descriptions and cost estimates of any proposed capital improvements for the proposed site.

5. The number and type of aircraft to be based, if applicable.
  6. The number of persons to be employed.
  7. An organizational chart listing the number of positions and staff to be assigned to the Airport including the professional and technical qualifications of personnel who will manage and/or operate the proposed business.
  8. The types and amounts of insurance coverage to be maintained for the proposed operation.
- B. A current financial statement prepared by the Chief Financial Officer of the applicant and certified by an independent certified public accountant. The City shall consider financial statements in evaluating the applicant's financial ability to provide responsible, safe, and adequate service to the public.
- C. A written listing of the assets owned, leased, or being purchased that will be used in the business on the Airport. Copies of any relevant leases or purchase contracts shall be attached.
- D. If applicable, a statement indicating past experience in providing the specified services proposed to be offered at the Airport, including references from up to 3 individuals familiar with the applicant's ability to perform such services.
- E. Copies of all licenses and Permits required by Federal, State and/or local law for the conduct of the proposed business, including licenses and Permits required for any personnel who will manage or operate the business or who will perform any services in connection with the proposed business.
- F. A written acknowledgement that the applicant shall execute such forms, releases, or discharges as may be required by the FAA and all aviation or aeronautic commissions, administrators, or departments of all States in which the applicant has engaged in aviation business, to release information in their files relating to the applicant or its current or proposed operation.
- G. The application shall be signed and submitted by the owner of the business, if a sole proprietorship; every partner if a partnership; every member if a liability company (LLC); and the President or CEO if a corporation.
- H. The applicant shall agree to provide any additional information and material necessary or requested by the City to establish to the satisfaction of the City that the applicant can qualify and shall comply with these Minimum Standards.

## **SECTION 6 ACTION ON APPLICATION**

After an application has been completed and material submitted in accordance with Section 5, the matter shall be considered first by the Aviation Board, and if necessary will make a recommendation to the Common Council.

The City may deny any application if, in its sole opinion, it finds any one or more of the following:

- A. The applicant does not meet the qualifications, standards, and requirements established

by these Minimum Standards.

- B. The applicant's proposed operation or construction will create a safety hazard on the Airport.
- C. The granting of the application will require the City to spend funds, supply labor or materials in connection with the proposed operation, or the operation is expected to result in a financial loss to the City.
- D. Inappropriate, inadequate, or insufficient space exists in buildings at the Airport to accommodate the entire activity of the applicant at the time of application, or, no available Airport land suitable for construction of buildings and facilities exists to accommodate the entire activity of the applicant at the time of application.
- E. The development or construction on the Airport necessary to accommodate the proposed business does not comply with the FAA-approved Airport Layout Plan for the Airport.
- F. The development or use of the area requested by the applicant will result in congestion of aircraft or buildings or will result in unduly interfering with the operations of any then-existing Commercial Aeronautical Activity on the Airport.
- G. The applicant has either intentionally or unintentionally misrepresented or omitted any pertinent information in the application or in supporting documents.
- H. The applicant has a record of violating the Rules and Regulations of the Airport or of any other airport, FAA regulations, or any other federal, State, or local statutes, laws, rules, or regulations.
- I. The applicant has defaulted in the performance of any lease or any other agreement with the City or other airport(s).
- J. The applicant does not, in the opinion of the City, exhibit adequate financial responsibility to undertake the project based upon financial information provided.
- K. The applicant cannot provide acceptable surety in the amount required by the City for that contract.
- L. The proposed Commercial Aeronautical Activity or development is not in the best interest of the Airport or the public.

## **SECTION 7 REQUIREMENTS AND MINIMUM STANDARDS FOR FIXED BASE OPERATORS (FBOs)**

The following shall apply to all applicants wishing to become an FBO at the Airport.

### **7.1 Scope of Services**

An FBO is (i) an Operator that has entered into a written Lease, Permit, or Agreement authorizing and enabling it to engage in the sale of aeronautical products, services, and facilities required in accordance with this Section, or (ii) the City when it provides the services of an FBO. Only FBOs shall be permitted to provide commercial Aircraft Fueling services and operate retail Aircraft Fueling facilities at the Airport. An FBO shall provide all the services required in this section. Each FBO shall conduct its business and activities on and from its leased premises in a safe and professional manner consistent with all FAA standards and applicable laws and regulations and the following Minimum Standards.

## **7.2 Minimum Standards**

Each FBO shall meet or exceed the following minimum requirements:

### **A. Airplane Design Group Serviceability**

The minimum Airplane Design Group aircraft to be supported by an FBO shall be Group III.

### **B. Manager, Staffing, and Employee Qualifications**

1. Select and appoint a full-time manager for its operation at the Airport. Such manager shall be highly qualified and experienced, and be vested with full power and authority to act in the name of the FBO with respect to the method, manner, and conduct of the services to be performed hereunder. Such manager shall be available at the Airport during regular business hours, and during the manager's absence, a duly authorized and qualified subordinate shall be in charge of the FBO and on the FBO Premises at the Airport.
2. Provide, at its sole expense, a sufficient number of employees to effectively and efficiently provide the services herein authorized. During the required hours of operation, employ and have on duty sufficient staff to meet the Minimum Standards for each Commercial Aeronautical Activity provided. However, multiple responsibilities may be assigned to employees where feasible. Provide to the Airport a current written statement of the names, general technical qualifications, addresses, telephone numbers, and other necessary contact information for all personnel responsible for the operation and management of the FBO. In addition, provide the City a point-of-contact with phone numbers for emergency situations.
3. Ensure all aircraft Fuel Handling personnel are trained in the safe and proper handling, dispensing, and storage of Aircraft Fuel. Acceptable training shall be an FAA approved safety training course in accordance with FAA Advisory Circular 150/5230-4 and the National Air Transportation Association (NATA) "Safety First" Program or equivalent training program acceptable to the City. All training records and qualifications shall be provided to the City upon request in accordance with 14 CFR Part 139.321.
4. Control the conduct, demeanor, and appearance of its employees and

representatives. Such employees shall be trained and possess technical qualifications, and hold certificates of qualifications, as may be required for such employee to carry out assigned duties. Maintain close supervision over employees to ensure a high standard of service to customers of the FBO.

### **C. Hours of Operation**

Be open for business and provide Aircraft Fueling and aircraft line services for duration sufficient to serve the demands of customers operating at the airport, including commercial airline operations. Generally this will require coverage 14 hours a day, 7 days a week, except as when necessitated by business or emergency conditions. An FBO providing fuel service to certificated air carrier airlines serving the Airport shall be available for service to said carriers one hour prior to the first departure of the day and one hour after the last arriving flight. Exceptions to these minimum operating hours may be granted by the Airport Manager for certain holidays, or when special circumstances, conditions, or events warrant a reduction in operating hours. Provide within a reasonable period of time (not greater than 45 minutes) staffing on a call-back basis to address after-hour requests for service from customers.

### **D. Premises**

FBO premises shall comprise a minimum of 1.5 acres of Airport land for the co-location of aircraft parking and servicing, a public use terminal building, automobile parking, hangar(s), aviation fuel storage area and tanks, and related structures and improvements thereon as more fully described below:

1. a public use terminal building of at least 3,500 square feet to include properly lighted, heated, and air conditioned space to support the following services and activities:
  - a. a convenient, comfortably furnished, public lobby waiting area with adjoining public restroom facilities;
  - b. a customer service counter area equipped with two-way radio equipment to facilitate airborne customer requests as well as credit card transaction equipment capable of accepting one or more national bank and major oil company credit cards for fueling, line, and related services;
  - c. a discreet flight planning work area properly equipped with appropriate wall charts, an FAA issued Airport Information Manual, a "Notice to Airmen" board, flight service station, and weather service communication links,
  - d. pilot's lounge,
  - e. offices,
  - f. a public conference room,
  - g. a discrete snack food and beverage concession area offering adequate seating and tables and equipment to dispense a selection of hot and cold beverages and pre-packaged snacks, and
  - h. complimentary wireless public internet access (Wi-Fi).
2. A minimum 12,000 square foot clear span hangar of adequate dimensions to accommodate storage of Airplane Design Group II aircraft



3. An aircraft apron comprised of at least 12,000 square feet of paved area for parking, tie-down, and maneuvering of aircraft constructed to engineering standards for the current Airplane Design group aircraft at the Airport as defined in the existing Airport Layout Plan. Aircraft apron space may be leased from the City or constructed by the Operator.
4. A Fuel Storage Area capable of storing a minimum of 20,000 gallons of aviation fuel in a location approved by the Airport Manager; and,
5. Customer and employee parking as required by local building and zoning code requirements of the City.

#### **E. Required Services**

Provide, at a minimum, the following services at the Airport:

##### **1. Aircraft Storage**

Provide a minimum 12,000 square foot clear span hangar of adequate dimensions to accommodate storage of Airplane Design Group II aircraft consistent with Section 5.A.

##### **2. Line Service**

Provide necessary equipment, supplies, and trained personnel for apron assistance as set forth below. Equipment shall be sufficient to facilitate the handling of aircraft up to and including Airplane Design Group III aircraft and cannot be contracted unless otherwise noted. During normal business hours, provide line services as follows:

- a. Aircraft marshaling, ramp parking, and tie-down assistance, including ramp personnel and vehicles as appropriate;
- b. Baggage handling and passenger/crew escorts to and from aircraft;
- c. Ground handling services (see Section 8.2);
- d. Tie-down ropes,
- e. Aircraft towing services capable of moving up to the type of aircraft set forth above, or the contracted arrangements therefor;
- f. Aircraft deicing services capable of servicing the type of aircraft set forth above;
- g. Nitrogen service for aircraft tires;
- h. Catering services, or the contracted arrangements therefore;
- i. Mobile ground power assistance capable of servicing the type of aircraft set forth above;
- j. Aircraft lavatory and cabin cleaning services;
- k. Aviation grade in-flight oxygen refills;
- l. Passenger and crew customer service assistance and support to include rental car and ground transportation service referrals.
- m. Maintenance services for airline operators on call at all times.

##### **3. Landing Fees**

Collect on behalf of the City aircraft landing fees and charges from aircraft owners and operators as the same may be regularly established from time to time by the City for aircraft landing at the Airport.

4. Percentage Rental

Pay to City a minimum of 2.0 percent of gross receipts from its Airport operations.

5. Fuel and Lubricants

Provide the sale and into-plane delivery of common and recognized brands of Aircraft Fuel, lubricants and other aviation petroleum products. Provide, store, and dispense Jet A and 100LL aviation gasoline in sufficient quantities to meet the needs of the general aviation and air carrier operations at the Airport. Provide, store, and dispense motor fuels necessary to operate Ground Service Equipment required for commercial airline operations. Provide and supply aviation fuel spill kits on the premises for use in the event of a release or discharge of fuel onto paved services of the Airport. Pay a fuel flowage fee as the same may be regularly established from time to time by the City for all aircraft fuels sold at the Airport.

6. Aircraft Fuel Storage Area and Tanks

At its own expense, lease or build, and install, maintain, and manage, a Fuel Storage Area encompassing an area suitable to store a total of 20,000 gallons of fuel (2 tanks) in a location as approved by the Airport Manager, with safety features, and filtration systems to ensure Aircraft Fuel quality. Ensure that all Aircraft Fuel is delivered clean, bright, pure, and free of microscopic organisms, water, or other contaminants. Ensuring the quality of the Aircraft Fuel is the sole responsibility of the FBO. The Fuel Storage Area shall have proper signage to identify hazards and no smoking.

The Fuel Storage Area shall include one 100LL Avgas Fuel Storage Area tank with a minimum of 10,000 gallon capacity and one Jet-A Fuel Storage Area tanks with a minimum of 10,000 gallon capacity. A 5,000 gallon or greater capacity 100LL tank may be substituted for the 10,000 gallon tank if a 3,000 gallon or greater self-service 100LL system is installed. Filter-equipped Aircraft Fuel dispensers with separate dispensing pumps and meter systems for each grade of Aircraft Fuel shall be provided. Fuel Storage Area design, construction, and operations shall conform to the Rules and Regulations as well as all applicable Federal, State, and local laws and regulations including but not limited to the National Fire Protection Association, Air Transport Association (ATA) Specification 103 – *Jet Fuel Quality at Airports*, Environmental Protection Agency, and state regulations pertaining to Aircraft Fuel spill prevention and containment measures. The FBO shall develop and maintain an Aircraft Fuel Spill Prevention, Countermeasures, and Control Plan, a copy of which shall be provided to the City no later than 30 days prior to commencing operations and anytime the document is updated or modified. The City shall have the authority and right to inspect the Fuel Storage Area in accordance with 14 CFR Part 139.327. Aircraft Fuel inventories shall be

monitored in accordance with all applicable Federal, State, and Local laws and regulations. The location and design of Aircraft Fuel Storage Areas and Tanks shall:

- a. Not penetrate any 14 CFR Part 77 surfaces;
- b. Not penetrate any object free areas, runway protection zones, or runway safety areas;
- c. Not interfere with Airport operations;
- d. Be located behind the Airport building restriction line;
- e. Meet all applicable National Fire Protection Association Codes;
- f. Have a containment area for all delivery trucks for the facility that shall meet current applicable codes and regulations.

The FBO is to submit preliminary engineering drawings, to include the location and layout of the Aircraft Fuel Storage area and tanks, to the Airport Manager for approval. Following the written approval of the preliminary engineering drawings and location and layout of the Aircraft Fuel Storage area and tanks by the City, the FBO shall submit stamped engineering drawings along with the following Permits and plans prior to receiving approval for construction:

- a. Any required City of La Crosse Permits;
- b. National Pollutant Discharge Elimination System Permits; and
- c. A Spill Prevention, Countermeasures, and Control Plan.

Upon completion of construction of the Aircraft Fuel Storage area and tanks, the FBO shall have the facility inspected by the City prior to bringing the facility online, and submit to the City as-built drawings. The City's inspection shall be solely for the City's benefit, and shall not be deemed to be a representation or warranty that the facility is in compliance with and Federal, State, or local laws and regulations.

#### 7. Aircraft Fueling Vehicles

Provide, as a minimum, 2 Aircraft Fueling Vehicles for jet fuel, each with a capacity of at least 2,000 gallons; and 1 Aircraft Fueling Vehicle of at least 750 gallons capacity of 100LL aviation gasoline. All aircraft fueling vehicles dispensing jet fuel shall have over the wing and single point servicing capability, shall be in good working condition, and fully compliant with NFPA Section 407 and ATA Specification 103. The City shall have the authority and right to inspect, decommission, or temporarily suspend Aircraft Fueling Vehicles in accordance with 14 CFR Part 139.327.

#### 8. Assistance to Disabled Aircraft

As authorized by the Airport Manager, provide on its own or by contract with a qualified 3<sup>rd</sup> party, as approved by the Airport Manager, sufficient equipment and trained personnel to remove disabled aircraft from the Aircraft Movement Area in a safe and timely manner. Have available suitable tractors, tow bars, jacks, dollies, and other equipment as needed to remove Airplane Design Groups I-II and contract services for aircraft designated Group III or greater. The aircraft owner shall be

responsible for compensating the FBO for any and all associated costs to address and remove the disabled aircraft.

#### **F. Other Aviation Services**

An FBO shall make available either directly, or by contract with a third-party SASO, upon prior written approval from Airport Manager, at least two of the following Commercial Aeronautical Activities: (1) Aircraft Airframe and Engine Maintenance and Repair; (2) Aircraft Charter and Commercial Operator services; (3) Aircraft Rental, and Flight Instruction. The service requirements for these services are set forth below in Section 8. An FBO providing additional services, either directly or through a City approved sub-lessee or contractor arrangement, shall comply with the Minimum Standards for the listed Specialized Aviation Service Operator.

### **SECTION 8 MINIMUM STANDARDS FOR SPECIALIZED OPERATORS (SASOs)**

Specialized Aviation Service Operators (SASOs) shall consist of one or more of the following services and activities and shall comply with the Minimum Standards described in this Section.

#### **8.1 Aircraft Airframe and Engine Maintenance and Repair**

##### **A. Scope of Service**

An aircraft and airframe engine maintenance and repair Operator is a person or persons, firm, or corporation providing one or a combination of airframe and power plant overhaul and repair services. This category of Aeronautical Service also includes the sale of aircraft parts and accessories.

##### **B. Minimum Standards**

1. Operator's premises shall include:
  - a. A minimum of 3,600 square feet of space meeting local code requirements to accommodate a hangar, shop, equipment, and parts storage space
  - b. Adequate space for offices, public restrooms, and a customer lounge
  - c. Sufficient automobile parking space in accordance with local building and zoning code requirements of the City
  - d. A paved aircraft parking ramp with taxiway access, sufficient for the temporary parking of two Airplane Design Group II aircraft.
2. Provide sufficient equipment and supplies and have access to the parts necessary to perform the repairs and to recertify each aircraft being repaired.
3. Comply with all FAA regulations as they apply to the type of work being performed, parts utilized, and certifications required as an approved repair station.
4. Have the premises open and services available 8 hours daily, 5 days a week. Provide within a reasonable period of time (not greater than 45 minutes) staffing on a call-back basis to address after-hour requests for service from customers.

5. Pay to City 2.0 percent of gross receipts from its Airport operations.
6. Employ and have on duty during the appropriate business hours, not less than 1 person who possesses the appropriate FAA certificate(s) for the work being performed as set forth in this category of services.

## **8.2 Ground Handling Services**

### **A. Scope of Service**

A ground handling services Operator is a person or persons, firm, or corporation providing ground services incidental to the flights of non-scheduled air carriers and commercial charter operators of large aircraft. (For clarification, ground handling services Operators are not authorized to provide this class of services to air taxi or commercial operators certificated under Parts 121 and 135 of the Federal Aviation Regulations, unless under a direct agreement with an entity so authorized.)

### **B. Minimum Standards**

1. Operator's premises shall include:
  - a. Sufficient space on Airport premises that meets local code requirements to accommodate an office, shop, parts, and parking of ground handling equipment
  - b. Access to restrooms for its employees
  - c. Sufficient automobile parking space in accordance with local building and zoning code requirements of the City.
2. Employ in sufficient number a staff of qualified and fully trained personnel to perform their respective functions, including a full-time qualified and responsible on-site representative, responsible for the conduct of operations and the handling of each flight.
3. Provide at all times at the Airport its own complement of ramp equipment. The complement of such equipment shall be approved by the Airport Manager in advance. Replacements and changes to the complement of equipment shall be approved by the Airport Manager and all equipment shall be kept in first-class condition at all times.
4. Operator shall properly furnish ground handling services which reasonably may be expected to be required from time to time by its customers. Operator may not provide into-plane delivery of fuel.

## **8.3 Aircraft Charter and Commercial Operator**

### **A. Scope of Service**

An Air Charter Operator is a non-transient based Operator who engages in the business of providing air transportation (persons or property) to the general public for hire, on a prearranged basis as defined under 14 CFR Parts 119 and 135.

## **B. Minimum Standards**

1. Operator's premises shall include:
  - a. A minimum of 3,600 square feet of space meeting local code requirements to accommodate a hangar for storage of aircraft
  - b. Adequate space for offices, public restrooms, and a customer lounge and meeting local code requirements
  - c. Sufficient automobile parking space in accordance with all applicable zoning ordinances and building codes for the City
  - d. A paved aircraft parking ramp, with taxiway access, sufficient for the temporary parking of two Airplane Design Group II aircraft.
2. Have and maintain during the term of the tenancy at the Airport, proper licenses and shall operate in conformance with all appropriate FAA regulations.
3. Hold a proper Commercial Operator certificate and own or have available to it under written lease no fewer than 1 single-engine (4-place) aircraft equipped for and capable of use under instrument condition that meet the requirements 14 CFR Parts 119 and 135.
4. Have the premises open and services available to the public 8 hours daily, 6 days per week, but shall provide "on-call" services 24 hours daily, 7 days a week.
5. Employ and have on duty during the required operating hours, trained personnel in such numbers as are required to meet the Minimum Standards set forth in this category but never less than 1 FAA-certificated commercial pilot and otherwise appropriately rated to permit the flight activity offered by the Operator.
6. Pay to City 2.0 percent of gross receipts from its Airport operations.
7. Have available sufficient qualified operating crews or satisfactory number of personnel for checking in passengers, handling of luggage, ticketing, and/or furnishing or arranging for suitable ground transportation.
8. Provide reasonable assurance of a continued availability of qualified operating crews and approved aircraft within a reasonable or specified maximum notice period.
9. Procure, maintain, and pay premiums, during the term of the Agreement, for the types of insurance required by the City.

## **8.4 Aircraft Storage**

### **A. Scope of Service**

An Aircraft Storage operation is a business operated by a person, firm or corporation engaged in the construction and rental of conventional and/or T-type hangars and tie-down areas to the general flying public. This service is an FBO requirement.

#### **B. Minimum Standards**

1. Construct buildings in accordance with design, zoning, and construction standards required and established by the City for the facility or activity involved.
2. Conventional multi-aircraft hangars shall be a minimum of 12,000 square feet for FBOs and 3,600 square feet for SASOs; T-type hangars shall have a minimum of 8 units per building.
3. Provide a sufficient number and type of fire extinguishers as required by federal, State, and local laws and regulations and towing equipment capable of maneuvering aircraft to and from the hangar.
4. Provide sufficient customer and employee parking as required by local code and zoning requirements of the City.

The lease of City-owned Airport property to an entity, or entities for the purpose of constructing and/or occupying a hangar for the non-commercial storage of aircraft is not considered a commercial aeronautical activity and is not subject to these minimum standards. Said premises are not to be used for any business or purpose other than that authorized by the City.

### **8.5 Flight Training**

#### **A. Scope of Service**

A Flight Training Operator is a person or persons, firm, or corporation engaged in instructing pilots in dual and solo operation of aircraft and providing such related ground school instruction as is necessary for taking a written examination and flight check ride for the category or categories of pilots' licenses and ratings involved.

#### **B. Minimum Standards**

1. Operator's premises shall include adequate office space, classroom, and a flight planning area with equipment, phones, public restrooms, 2 aircraft tie-down spaces for Airplane Design Group I aircraft, and sufficient customer and employee parking as required by local zoning and building code requirements of the City.
2. Have available for use in flight training, either owned or underwritten lease at least 2 aircraft properly certificated to handle the proposed scope of operation. At least 1 of which shall be a 4-place aircraft, and at least 1 of which shall be equipped and capable of use in instrument flight instruction.
3. Have the premises open and services available to the public 8 hours daily, 5 days

each week, weather permitting.

4. Employ on a full-time basis at least 1 flight instructor who has been properly certificated by the FAA to provide the type of offering offered. In addition to the full-time instructor, Operator shall have available for call on a part-time basis at least 1 flight instructor who has been properly certified by the FAA to provide the type of training being provided.
5. Pay to City 2.0 percent of gross receipts from its Airport operations.

## **8.6 Independent Flight Instructor**

### **A. Scope of Services**

An independent flight instructor operator is a person or persons, firm, or corporation engaged in providing aircraft flight instruction at times of his or her choosing without meeting the requirements of sub-paragraph 8.5 of this section. This Permit allows instruction only to those receiving instruction in their owned aircraft or for specialized flight instruction not provided by an FBO or Flight Instruction SASO.

### **B. Minimum Standards**

1. Operator obtains a City of La Crosse Business License in accordance with the City of La Crosse Code.
2. Operator demonstrates to Airport Manager that he/she has secured adequate non-public office space to conduct the proposed activity.
3. Operator obtains from the Airport Manager an Independent Flight Instructor's Airport Business Permit which requires:
  - a. Proof of proper and current licenses certified by the Federal Aviation Administration, with appropriate ratings to cover the type of training offered.
  - b. Proof of a City of La Crosse Business License if required.
  - c. Proof of Insurance as required by the City.
  - d. Written assurance that all Federal, State, and local laws and regulations shall be complied with at all times.
  - e. Written assurance that not more than forty (40) hours of flight instruction shall be provided in any one (1) month.
  - f. Operator has a leased t-hangar or other leased hangar facility at the Airport.
  - g. Payment to City of 2.0 percent of gross receipts from its Airport operations.

## **8.7 Aircraft Rental**

### **A. Scope of Services**

An Aircraft Rental Operator is a person or persons, firm, or corporation engaged in the



rental of aircraft.

**B. Minimum Standards**

1. Operator's premises shall include adequate office space, flight planning area with equipment, phones, public restrooms, 2 aircraft tie-down spaces for Airplane Design Group I aircraft, and sufficient customer and employee parking as required by local building and zoning code requirements of the City.
2. Have available for rental, either owned or underwritten lease to Operator, 2 certified and currently airworthy aircraft, 1 of which shall be equipped for, and capable of, flight under instrument flight rules.
3. Have the premises open and services available a minimum of 8 hours daily, 6 days a week.
4. Employ and have on duty during the required operating hours, trained personnel in such number as are required to meet the Minimum Standards in an efficient manner to dispatch the rented aircraft.
5. Pay to City 2.0 percent of gross receipts from its Airport operations.

**8.8 Aircraft Sales (New and/or Used)**

**A. Scope of Service**

An Aircraft Sales Operator is a person engaged in the sale of new and/or used aircraft through franchises, or licensed dealerships or distributorships (either on a retail or wholesale basis) of an aircraft manufacturer and provides such repair, services and parts as necessary to meet any guarantee or warranty on new and/or used aircraft sold by said Operator.

**B. Minimum Standards**

1. Operator's premises shall include adequate office space, lounge, public restrooms, 2 aircraft tie-down spaces for Airplane Design Group I aircraft, and sufficient customer and employee parking as required by local building and zoning code requirements of the City. If Operator utilizes a hangar that can store Operator's entire fleet, no paved tie-downs are required.
2. Provide necessary and satisfactory arrangements for the repair and servicing of aircraft, for the duration of any sales guarantee or warranty period. Servicing facilities may be provided through written agreement with another Operator at the Airport.
3. Provide an adequate inventory of spare parts for the type of new aircraft for which sales privileges are granted.
4. Have available at least one fully-assembled and certificated-airworthy demonstrator aircraft for each category or class of aircraft sold.

5. Have the premises open and services available 8 hours daily, 5 days a week.
6. Employ and have on duty during the required operating hours, trained personnel in such numbers as are required to meet these requirements in an efficient manner, but never less than 1 person having a current pilot certificate with appropriate ratings for the operation being conducted.
7. Pay to City 2.0 percent of gross receipts from its Airport operations.
8. Procure, maintain, and pay premiums, during the term of the Agreement, for the types of insurance required by the City.

### **8.9 Specialized Aircraft Repair Services (Radios, Propellers, Instruments, and Accessories, etc)**

#### **A. Scope of Service**

A Specialized Aircraft Repair Services Operator is a FAA-certified person or persons, firm, or corporation engaged in the business of repairing aircraft radios, propellers, instruments, and/or accessories for general aviation aircraft. This category includes the sale of new and/or used aircraft radios, propellers, instruments, and accessories.

#### **B. Minimum Standards**

1. Operator's premises shall include:
  - a. A minimum of 3,600 square feet of space meeting local code requirements for repair and shop activities, aircraft, equipment, and parts storage
  - b. Adequate space for offices, public restrooms, and a customer lounge
  - c. Sufficient automobile parking space in accordance with local building and zoning code requirements of the City
  - d. A paved aircraft parking ramp with taxiway access, sufficient for the temporary parking of two Airplane Design Group II aircraft.
2. Obtain and maintain, as a minimum, the repair station certificates required by FAA that are applicable to the operation or operations contemplated. The Operator may furnish one or, if desired, any combination of the services listed above.
3. Have the premises open and services available to the public 8 hours daily, 5 days each week.
4. Employ and have on duty during the required operating hours, trained personnel in such numbers as are required to meet the Minimum Standards set forth in this category but never less than 1 person who meets the requirements of the appropriate FAA repairman certification and 1 other person who need not be rated by the FAA.

5. Pay to City 2.0 percent of gross receipts from its Airport operations.

## **8.10 Air Ambulance**

### **A. Scope of Service**

An Air Ambulance Operator is a FAA-certified person or persons, firm, or corporation engaged in the business of providing a fixed and/or rotary wing aircraft as well as trained pilots and medical professionals capable of offering medical care and air transportation to sick or injured persons.

### **B. Minimum Standards**

1. Operator's premises shall include:
  - a. A minimum of 3,600 square feet of space meeting local code requirements for storage of aircraft
  - b. Adequate space for offices, living quarters, equipment storage, and a waiting area
  - c. Sufficient automobile parking space in accordance with local building and zoning code requirements of the City
  - d. Sufficient paved parking area to accommodate an ambulance type ground vehicle
  - e. A paved aircraft parking ramp, with taxiway access, sufficient for the parking and maneuvering of the aircraft to be utilized by Operator.
2. Provide a physician, registered nurse or emergency medical technician on an "on-duty" basis, as may be required for individual cases.
3. Provide one pilot with appropriate FAA certificates on duty full time during normal business hours which shall be eight (8) hours per day, six (6) days a week. Backup pilots shall be on call during other hours.
4. Maintain current licenses and Permits required by federal, state or local governments for the provision of the proposed medical services. Copies of all required certificates, Permits, licenses, and FAA inspections shall be submitted to the Airport Manager.
5. Provide at least one Aircraft, specifically designed and equipped to transport medical patients for emergency flights, as well as normal treatment transportation. Such Aircraft shall be owned by or available pursuant to a written agreement, backup Aircraft for use when Commercial Operator's Aircraft is not in use or out of service for any reason.

## **8.11 Air Cargo Operators**

## **A. Scope of Service**

An air cargo operator, is a person or persons, firm, or corporation not based at the Airport but engaged in the business of providing air cargo transportation for hire, on a prearranged basis as defined under 14 CFR Parts 119 and 135.

## **B. Minimum Standards**

1. Operator shall make suitable arrangements for use of aircraft parking apron space and other such premises, and access to such aircraft parking apron space and other premises, as is necessary for the safe and secure transfer of cargo to and from their aircraft. Such arrangements may be made with a Fixed Base Operator or through an agreement with the Airport.
2. Have and maintain at any time while conducting operations at the Airport, proper licenses and shall operate in conformance with all appropriate FAA regulations.
3. Hold a proper Commercial Operator certificate and own or have available to it under written lease no fewer than 1 single-engine (4-place) aircraft equipped for and capable of use under instrument condition that meet the requirements 14 CFR Parts 119 and 135.
4. Have available sufficient qualified operating crews or satisfactory number of personnel and equipment for the safe and secure transfer of cargo.
5. Pay the required landing fees (signatory or non-signatory) as required.
6. Procure, maintain, and pay premiums, at any time while conducting operations at the Airport, for the types of insurance required by the City.

## **8.12 Specialized Commercial Flying Services**

### **A. Scope of Service**

A Specialized Commercial Flying Services Operator is a person or persons, firm or corporation engaged in air transportation for hire for the purpose of providing the use of aircraft for any of the activities listed below:

1. Non-stop sightseeing flights that begin and end at the same airport within a 25-mile radius of the Airport.
2. Aerial application including crop-dusting, seeding, spraying, bird chasing, fish spotting, etc.
3. Banner towing and aerial advertising
4. Aerial photography or survey
5. Fire Fighting
6. Power Line or pipeline patrol
7. Any other operations specifically excluded from 14 CFR Part 135.

## **B. Minimum Standards**

1. Operator's premises shall include adequate space and/or land area to meet the requirements of the operation at the Airport subject to the approval of the City.
2. Provide and have based on the leasehold, either owned or underwritten lease to the Operator, at least one aircraft which shall be airworthy, meeting all the requirements of the FAA and applicable regulations of the State with respect to the type of operations to be performed.
3. Comply with all applicable Federal, State, and local laws and regulations. Maintain adequate written records to show compliance with said regulations and make the records available to the City or their representatives for inspection in a reasonable and timely manner.
4. Employ trained personnel in such numbers as may be required to meet these Minimum Standards in an efficient manner. All flight crews shall meet all applicable FAA regulations pertaining to the type of flights conducted.
5. Pay to City 2.0 percent of gross receipts from its Airport operations
6. Crop-dusting or other aerial chemical application services shall be permitted to operate at the Airport, if the Operator obtains from the Airport Manager an Aerial Applicator Business Permit which requires:
  - a. Proof of proper and current licenses certified by the Federal Aviation Administration, with appropriate ratings to cover the type of aircraft to be operated.
  - b. Proof of a City of La Crosse Business License if required.
  - c. Written assurance that adequate public liability and property damage insurance is provided in such amounts as required by the State of Wisconsin to protect the operation and City from legal liabilities resulting from this activity.
  - d. Written assurance that all federal, state, and local statutes, rules and regulations shall be complied with at all times.
  - e. Written assurance that the applicant has read and agrees to abide by the Airport's "Spill Prevention Control or Countermeasures Plan".
  - f. Written assurance that aerial agricultural operations shall be limited to less than 5 days per month.

Crop-dusting or other aerial chemical application Operators shall make suitable arrangements and have such space available within their leased premises for the safe loading, unloading, and storage and containment of chemical materials in accordance with all federal, state, and local statutes, rules, and regulations.

## **SECTION 9 WAIVERS OF MINIMUM STANDARDS**

The Airport Manager may, in his sole discretion, waive all or any portion of these Minimum Standards set forth herein for the benefit of any government or governmental agency performing non-profit public services to the aircraft industry or performing fire prevention or fire-fighting

operations. The Airport Manager also may waive any of these Minimum Standards for non-governmental applicants when it deems such waiver to be in the best interest of the Airport and the public, and shall not result in unjust discrimination against similarly situated aeronautical users and/or service providers at the Airport.

Consistency with FAA Airport Improvement Program (AIP) grant assurances and the FAA Airport Revenue Use Policy is to be considered by the City when reviewing a possible waiver of all or any portion of these Minimum Standards.

## **SECTION 10 WRITTEN AGREEMENT**

Prior to the commencement of construction or operation, the Operator shall enter into a written Lease, Agreement, or Permit with the City, as the case may be, which shall set forth the terms and conditions under which the Operator shall conduct its business at the Airport. The Lease, Agreement, or Permit shall include all provisions required by law and obligations placed upon the City by all federal and State agencies and any other contracting provisions deemed necessary by the City.

## **SECTION 11 FAA REQUIRED LEASE PROVISIONS**

Each lease shall contain the following provisions regarding subordination, emergency leasing to the United States, and non-discrimination. The language for these provisions is as follows:

- A. Lease Subordinate to Agreement between City and the United States: This lease is subject and subordinate to the terms, reservations, restrictions, and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal funds for the extension, expansion, or development of the La Crosse Regional Airport. Should the effect of such agreement with the United States government be to take any of the property under lease or substantially destroy the commercial value of such improvements, City shall terminate this Lease.
- B. Emergency Lease to United States: During the times of war or National Emergency, City shall have the right to lease the landing area of the Airport, or any part of La Crosse Regional Airport, thereof, to the United States Government for military or national use, and if any lease is executed, the provisions of this instrument insofar as they are inconsistent with the provision of the lease to the Government, shall be suspended. All facilities of the Airport developed with federal financial assistance and all facilities usable for landing and takeoff of aircraft will be available to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, a charge may be made for a reasonable share, proportional to such use, of the cost for operating and maintaining the facilities used.
- C. Non-Discrimination: The Operator shall furnish all services authorized or licensed on a fair, equal, and not unjustly discriminatory basis to all users and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that it may make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers, if permitted by law.

The Operator for itself, its personal representatives, successors in interest, and assignees hereby agrees that:

1. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
3. That the premises are to be used in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended.
4. That in the event of breach of any of the above non-discrimination covenants, the City shall have the right to terminate the lease and re-enter and repossess said land and the facilities thereon and hold the same as if said lease had never been made or issued.

## **SECTION 12 OPERATORS DOING BUSINESS ON THE EFFECTIVE DATE OF THESE MINIMUM STANDARDS**

Existing Leases, Agreements, or Permits with existing Operators supersede these Minimum Standards, unless otherwise the minimum standards are included within the terms and conditions of said agreements. Existing Operators are encouraged to comply with these Minimum Standards set forth herein that are not specifically addressed in the Operator's current (valid) Lease, Agreement, or Permit. All existing Operators shall become subject to the then current Minimum Standards immediately following the expiration, early termination, and/or modification to an existing Lease, Agreement, or Permit through amendment, addendum, extension, renewal, or other means, or through the provision of new services covered by the Minimum Standards. The exercise by an Operator of a term extension option that was negotiated and made part of its Lease, Agreement, or Permit prior to the adoptions of these Minimum Standards should not, by itself, trigger the requirement of these Minimum Standards.