
LOUISVILLE REGIONAL AIRPORT AUTHORITY

RULES AND REGULATIONS

CHAPTER 800

BOWMAN FIELD
MINIMUM STANDARDS

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SECTION ONE – PREAMBLE & POLICY

GENERAL

The Louisville Regional Airport Authority (the “Authority”), owner and operator of Bowman Field (the “Airport”), hereby establishes the following Minimum Standards for the Airport.

These Minimum Standards establish the threshold entry requirements that must be met by any entity desirous of engaging in Commercial Aeronautical Activities at the Airport.

In addition, these Minimum Standards are designed to protect aviation consumers (which includes the owners and operators of based and transient aircraft as well as the public) from unqualified, inexperienced, unlicensed, uncertificated, unsafe, and inadequate (substandard) Operators.

As such, the underlying objectives of these Minimum Standards are to encourage, promote, and ensure that:

1. High quality aeronautical products, services, and facilities (and Improvements) are consistently provided (delivered) by the Operators at the Airport to meet the reasonable demands of aviation consumers in all segments of the market in a safe, secure, efficient, prompt, courteous, and professional manner for a fair and reasonable price;
2. A level playing field is created and maintained at the Airport so that Operators can compete fairly;
3. The Airport (and the Activities occurring at the Airport) is safe and secure; and,
4. Airport land is developed in an orderly manner.

These Minimum Standards were developed taking into consideration the current (and anticipated):

1. Role of the Airport
2. Products, services, and facilities provided at the Airport
3. Needs of aviation consumers and the public at the Airport
4. Development of the Airport

Throughout these Minimum Standards, the words "standards" or "requirements" shall be understood to be modified by the word "minimum" except where explicitly stated otherwise. Any required determinations, interpretations, or judgments regarding what constitutes an acceptable minimum standard, or regarding compliance with such standard, shall be made by the Authority. All entities are encouraged to exceed the applicable minimum standards. No entity shall be allowed to engage in Commercial Aeronautical Activities at the Airport under conditions that do not, in the Authority’s judgment, meet these Minimum Standards.

ADMINISTRATION AND POLICY OVERSIGHT

While the Authority Board is responsible for the administration of the Airport and has the ultimate policy-making authority, the Executive Director shall interpret and enforce these Minimum Standards.

EFFECTIVE DATE

These Minimum Standards shall be effective on July 1, 2007 and shall remain in effect until such time that these Minimum Standards are either repealed or amended.

AMENDMENT OF STANDARDS

In adopting these Minimum Standards, the Authority expressly acknowledges that these Minimum Standards are subject to change by amendment or cancellation, in whole or in part, from time to time, by the current or any future Authority Board and that no rights shall accrue to any FBO, SASO, or third party by virtue of adoption of these Minimum Standards.

OWNER'S RIGHTS

The establishment of these Minimum Standards does not alter or limit the Authority's right to: (1) develop Airport property as it deems prudent, (2) designate specific areas on the Airport for the conduct of Commercial and Non-Commercial Aeronautical Activities, and (3) exercise its proprietary right to engage in any Commercial Aeronautical Activity to the exclusion of others.

RIGHT TO SELF-SERVICE

As permitted in the Airport (Sponsor) Assurances, an Aircraft Owner may fuel and otherwise service the Owner's Aircraft provided the Owner does so (or Owner's employees do so) using Owner's Vehicles, Equipment, and resources (Fuel) and that the fueling or other services are performed in accordance with all applicable Regulatory Measures.

SEVERABILITY

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall in no way affect any other covenant, condition or provision herein contained.

ENFORCEMENT

The uniform application (and enforcement) of these Minimum Standards is considered essential to achieving the stated purpose and underlying objectives of these Minimum Standards. As such, the Executive Director has been given the authority by the Authority Board to interpret and enforce these Minimum Standards and may call upon the Authority's resources to assist the Executive Director, from time to time, as required.

Permits: Failure to comply with the applicable standards set forth herein may result in monetary fines, as set forth in the Authority's Regulations for the first and second violation. Any subsequent violation may result in the suspension of the applicable activity permit issued to Operator. If violations continue, the associated permit may be permanently revoked thereby removing any right of the Operator to conduct the Activities granted under the permit. Operator may also be subject to further penalty and/or enforcement in accordance with the Authority's Regulations.

Furthermore, failure to comply may also result in the termination of other agreements between the Operator and the Authority.

NOTICES, REQUEST FOR APPROVAL, APPLICATIONS, AND OTHER FILINGS

Any notice, demand, request, consent or approval that an entity may or is required to give to the Authority shall be in writing, and shall be either personally delivered or sent by overnight delivery to:

Executive Director
Louisville Regional Airport Authority
700 Administration Drive
Louisville, KY 40209

or sent by the US Postal Service, first class mail, postage prepaid, addressed as follows:

Executive Director
Louisville Regional Airport Authority
P.O. Box 9129
Louisville, KY 40209-0129

SECTION TWO - DEFINITIONS

Aeronautical Activity - any Activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of Aircraft or another Aeronautical Activity, or which contributes to or is required for the safety of such operations. The following Activities, without limitation, which are commonly conducted on airports, are considered Aeronautical Activities within this definition: Aircraft charter and management, pilot training, Aircraft rental, sightseeing, aerial photography, aerial spraying and agricultural aviation services, aerial advertising, aerial surveying, air carrier operations (passenger and cargo), Aircraft sales and service, sale of aviation fuel and oil, Aircraft Maintenance, sale of Aircraft parts, and any other Activities, which because of their direction relationship to the operation of Aircraft or the Airport, can appropriately be regarded as an Aeronautical Activity. For the purposes of these Minimum Standards, all products and services described herein are deemed to be Aeronautical Activities.

Agency - Any federal, state, or local governmental entity, unit, agency, organization, or authority.

Aircraft - any apparatus now known or hereafter designed, invented or used for navigation or flight in the air, except a parachute or other apparatus used primarily as safety Equipment. This includes, but is not limited to, airplanes, airships, balloons, dirigibles, rockets, helicopters, gliders, gyrocopters, ground-effect machines, sailplanes, amphibians, or seaplanes.

Aircraft Charter Operator – is a Commercial Operator providing on-demand air transportation services (common carriage) for person or property (as defined in 14 CFR Part 135) or operates in private carriage under 14 CFR Part 125.

Aircraft Maintenance Operator – is a Commercial Operator engaged in providing Aircraft (airframe and power plant) Maintenance (as defined in 14 CFR Part 43) for Aircraft other than those owned, leased, and/or operated by (an under the full and exclusive control of) Operator which includes the sale of Aircraft parts and accessories.

Aircraft Manufacturing/Final Assembly - is a Commercial Operator in the business of designing, fabricating, and assembling aircraft for mass production.

Aircraft Operator - A person who uses, causes to be used, or authorizes to be used an Aircraft, with or without the right of legal control (as owner, lessee, or otherwise), for the purpose of air navigation including the piloting of Aircraft, or on any part of the surface of the Airport.

Aircraft Rental Operator - is a Commercial Operator engaged in the rental of Aircraft to the public to include any necessary competency checks, check rides and/or transition training associated with Aircraft Rental activities.

Aircraft Sales Operator - is a Commercial Operator engaged in the sale of two or more new and/or used Aircraft during a 12-month period.

Airframe and Power plant Mechanic – an individual, certificated by the FAA, that performs and/or supervises the maintenance, preventative maintenance or alteration of an Aircraft or appliance, or a part thereof, for which they are rated, and may perform additional duties in accordance with certain regulatory measures.

Airport - the Airport owned by Louisville Regional Airport Authority (Bowman Field) and all of the property, buildings, facilities and Improvements within the exterior boundaries of such Airport as now exists on the Airport Layout Plan, or as it may hereinafter be extended, enlarged or modified.

Airport Assurances - Those contractual obligations that are described by law in 49 U.S.C. 47107 and are undertaken by a public airport sponsor as a condition of receipt of federal airport development grants or federal surplus property.

Airport Layout Plan (ALP) - a graphic presentation to scale of existing and ultimate Airport facilities, their location on the Airport and the pertinent clearance and dimensional information required to show relationships with applicable standards.

Airport Operations Area (AOA) - the portions of the Airport for Aircraft and related operations, and shall include Aircraft runways, taxiways, ramps, aprons, parking spaces and areas directly associated therewith. The AOA shall include any portion of the Airport required to be enclosed by security fencing or otherwise secured under Transportation Security Administration Regulations, FAA Regulations and/or other applicable regulations.

Airport Security Plan - a document required by the Transportation Security Administration (“TSA”) detailing the Airport’s requirements as contained in the applicable security regulations.

Authority - The Louisville Regional Airport Authority, a body politic and corporate, authorized by Kentucky statutes. The responsibilities of the Authority are carried out by the Members of the Board, and may be delegated by it to the Executive Director.

Avgas – Aviation gasoline commonly utilized in piston powered Aircraft.

Avionics/ Instrument Maintenance operator - is a Commercial Operator engaged in the business of maintenance, alteration, or sale of one or more of the items described in 14 CFR Part 43, Appendix A (e.g., Aircraft radios, electrical systems, or instruments).

Based Aircraft - Any Aircraft utilizing the Airport as a base of operation and is registered at the Airport with an assigned tie-down or hangar space on the Airport which has direct Taxiway access to the Airport.

Building/Facility Lease – a conveyance of real property rights for occupancy or use of land and Improvements as expressed in a written agreement.

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

Commercial Activity - includes all types of vocations, occupations, professions, enterprises, establishments, and all other types of Activities and matters, together with all devices, machines, Vehicles, and Equipment used therein, any of which are conducted, used, or carried on for the purpose of earning, in whole or in part, a profit or livelihood, whether or not a profit or livelihood actually is earned thereby. Business, professions, and trades shall include, without being limited thereto, trades and occupations of all and every type of calling carried on within the Airport boundaries (as indicated on the ALP): salesmen, brokers, retailers, wholesalers, vendors, suppliers, peddlers, professions and any other type of endeavor within the Airport boundaries for the purpose of earning a livelihood or profit in whole or in part whether paid for in money, goods, labor, or otherwise, and whether or not the business, profession or trade has a fixed place of business on the Airport.

Commercial Aeronautical Activity - any Aeronautical Activity provided in a Commercial Activity manner commonly conducted on the Airport by a person or entity that has a lease, license, or permit from the Authority to provide such service.

Commercial Hangar Operator – An entity engaged in the lease or sale of conventional hangars and/or T-hangars for the storage of Aircraft; and as further outlined in Airport Regulations.

Commercial Self-Service Fueling – the fueling of an Aircraft by the pilot of that Aircraft, using Fuel pumps installed by an FBO or the Authority specifically for that purpose. The fueling facility may or may not be attended by the FBO owner/operator of such a facility. The use of this type of facility is commercial in nature and is not to be considered to be Self-Service (as defined herein).

Compensation, Any form of reimbursement for goods or services such as, but not limited to, monetary, barter, favors, gratuity.

Contiguous Land, Land that is sharing an edge or boundary or is separated by no more than a Taxilane or Taxiway.

Co-operative (Co-op) Fueling – fueling operation conducted jointly or cooperatively by members of an organization formed by several Aircraft owners, air carriers or flight departments or by two or more entities pursuant to contract or other arrangement between the parties.

Department of Transportation (or “DOT) - The Cabinet department of the United States government concerned with transport. It was established by an act of Congress on October 15, 1966 and began operation on April 1, 1967. It is administered by the United States Secretary of Transportation

Employee(s) – any individual employed by an entity where by said entity collects and pays all associated taxes on behalf of Employee (i.e., social security and Medicare). The determination of status between “employee” and “contractor” shall be made according to then current Internal Revenue Service standards.

Equipment - All property and machinery, together with the necessary supplies, tools, and apparatus necessary for the proper conduct of the Activity being performed.

Executive Director - that person designated by the Members of the Board as the Authority's chief executive officer. A representative or representatives may, from time to time, be designated by the Executive Director to act in his place, in which case the term Executive Director as used herein shall also refer to such representative(s).

FAA - Federal Aviation Administration - the division within the Department of Transportation of the United States government that has the responsibility of promoting safety in the air, by both regulation and education.

FBO (Fixed Base Operator) - is a Commercial Operator engaged in the sale of products and services and the rental or leasing of facilities to include, at a minimum, the following Activities at the Airport: Aircraft fueling (both Jet Fuel and Avgas) and lubricants; Aircraft line (ground) services and support; Aircraft parking (including tie-down) and hangar; Aircraft maintenance; Aircraft charter; Aircraft flight instruction; and Miscellaneous customer services/amenities.

Flying Club - a nonprofit association, partnership or Kentucky corporation owning or leasing Aircraft based at the Airport, in which organization each club member is a bona fide part owner of the Aircraft or a share, but not more than one share, in the organization. The Club may not derive greater revenue from the use of its Aircraft than the amount necessary for the operation, maintenance and depreciation of such Aircraft, and must, in order to qualify as an Aviation Club under these Minimum Standards, provide the Executive Director with a copy of the Club Charter, By-Laws or other Club rules of membership and shall provide a current list of Club members and Club Aircraft, if any, which shall be updated promptly as changes occur.

Fuel - Any substance (solid, liquid, or gaseous) used to operate any engine in Aircraft, Vehicles, or Equipment.

Fueling Operations - the dispensing of aviation Fuel into Aircraft, Fuel storage tanks or fueling Vehicles.

Grant Assurance - a provision contained in a federal or state grant agreement to which the recipient of federal or state airport development assistance has voluntarily agreed to comply in consideration of the assistance provided.

Grantee - as used in various license, lease, or contract agreements, the party who has been granted certain rights by the Authority.

Grantor - as used in various license, lease, or contract agreements, the Authority.

General Aviation - All aviation with exception of air carriers (including passenger and cargo) and government. General Aviation Aircraft are utilized for Commercial and Non-commercial purposes including business, corporate, recreational/pleasure, charter/air taxi, industrial/special purpose, and instructional.

Improvements - All buildings, structures, additions, and facilities including pavement (asphalt or concrete), concrete, fencing, lighting, and landscaping constructed, installed, or placed on, under, or above any land on the Airport.

Independent Operator - An entity engaging in Commercial Aeronautical Activities at the Airport without a business presence (place of business) at the Airport.

Jet Fuel - Fuel commonly utilized in Turboprop and Turbojet Aircraft.

Land Leases – lease of Authority owned land (with or without airfield access) where tenant constructs a building or makes Improvements.

Landside - all areas of the Airport outside of the AOA.

Large Aircraft - an Aircraft of more than 12,500 pounds maximum certified takeoff weight.

Leased Aircraft - (pertaining to the lease of Aircraft by an entity conducting an Aeronautical Activity) a long-term written agreement established on a minimum basis of six months wherein the Lessee shall have full control over the scheduling and use of the Aircraft.

Leased Premises - The land and/or Improvements used exclusively under Agreement by Operator for the conduct of Operator's Activities.

Lessee - An entity that has entered into an Agreement with the Authority to occupy, use, and/or develop land and/or Improvements and engage in Aeronautical Activities.

Master Plan - An assembly of appropriate documents and drawings covering the development of the Airport from a physical, economical, social, and political jurisdictional perspective and adopted by the Authority, a copy of which is on file and available for inspection in the Executive Director's office, and any amendments, modifications, revisions, or substitutions thereof. The Airport Layout Plan (ALP) is a part of the Master Plan.

Minimum Standards - the qualifications, standards, or criteria, which may be established by an airport owner as the minimum requirements to be met as a condition for the right to engage in Aeronautical Activities at an airport, as may be amended from time to time.

National Fire Protection Association (or "NFPA") - All codes, standards, rules, and regulations contained in the Standards of the National Fire Protection Association, as may be amended from time to time, and are incorporated herein by reference.

Non-Commercial – not for the purpose of securing earnings, income, compensation, reimbursement (including exchange of service) and/or profit.

Operator - any FBO, SASO, and/or any entity subject to the standards set forth herein.

Owner - any individual, firm, partnership, corporation, company, association, entity, and any trustee, receiver, assignee or similar representative thereof that owns or leases an Aircraft.

Permit - for the purpose of these standards, a conveyance of personal rights (not real property) under the Authority's police powers to ensure minimum standards of health/safety for occupancy or use of property, or permission to engage in an Activity

Person - an individual, firm, partnership, corporation, company, association, entity and any trustee, receiver, assignee or similar representative thereof.

Ramp (Apron) – an area of the Airport within the AOA designated for the loading, unloading, servicing, or parking of Aircraft.

Ramp Privilege – the authorized driving of a Vehicle upon an Aircraft-parking ramp on the AOA of the Airport to deliver persons, cargo or Equipment to an Aircraft as a matter of convenience or necessity.

Refueling Vehicle - Any Vehicle used for the transporting, handling or dispensing of Fuels, oils, and lubricants.

Regulatory Measures - Federal, state, county, local, and Airport, laws, codes, ordinances, policies, rules, and regulations, including, without limitation, those of the United States Department of Transportation, the FAA, TSA, EPA, NFPA, the Airport Certification Manual (ACM), and these Minimum Standards; all as may be in existence, hereafter enacted, and amended from time to time.

Repair Station - A certificated Aircraft Maintenance facility approved by the FAA to perform specific maintenance functions. These facilities are certificated under 14 CFR Part 145.

SASO (Specialized Aeronautical Service Operator) - is a Commercial Operator that engages in any one or a combination of the following Aeronautical Activities, as authorized (permitted) by the Authority: aircraft maintenance and repair service; avionics, instrument, and/or propeller maintenance, repair, or overhaul service; aircraft rental/flight training; aircraft sales; aircraft charter, air taxi, air ambulance, or management; commercial hangar operator; or other Commercial Aeronautical Activities including, but not limited to, limited aircraft services and support, miscellaneous commercial services and support, and air transportation services for hire.

Self-Fueling - (or Self-Service Fueling Operator) Self-fueling means the fueling of an aircraft by the owner of the aircraft with his or her own employees and using his or her own equipment. Self-fueling cannot be contracted out to another party. Self-fueling implies using fuel obtained by the aircraft owner from the source of his/her preference. Co-op Fueling is not considered to be a self-fueler.

Self-Service - In addition to self-fueling, other self-service activities that can be performed by the aircraft owner with his or her own employees includes activities such as maintaining,

repairing, cleaning, and otherwise providing service to an owned aircraft, provided the service is performed by the aircraft owner or his/her employees with resources supplied by the aircraft owner in accordance with all applicable Regulatory Measures including, but not limited to, these Minimum Standards and the Airport's Rules and Regulations.

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

Sublease - An Agreement entered into by an entity with an Operator or Lessee that transfers rights or interests in the Operator's or Lessee's Leased Premises and is enforceable by law.

Sublessee - An entity that has entered into a sublease with an Operator or Lessee who is authorized to engage in Commercial Aeronautical Activities at the Airport.

Sublicense - a license (a special privilege or permission) granted by a licensee of the Authority giving rights of products or services to another party that is not the primary holder of such rights.

Taxilane - The portion of the Aircraft parking area used for access between Taxiways and Aprons and not under ATC control.

Taxiway - A defined path, usually paved, over which Aircraft can taxi from one part of an airport to another (excluding the runway) and is under ATC control.

Through-the-Fence, The right to have direct access to the Airport from private property located contiguous to the Airport. Through-the-fence Operators, while being located off Airport property, have access to the Airport's runway and Taxiway system.

Tiedown - An area Paved or unpaved suitable for parking and mooring of Aircraft wherein suitable Tiedown points and Equipment (to facilitate Aircraft tiedown) are located.

Transient Aircraft - Any Aircraft utilizing the Airport for occasional transient purposes and is not based at Airport.

Transportation Security Administration (or "TSA") - The U.S. Federal agency established in 2001 to safeguard United States transportation systems and ensure secure air travel.

Vehicle - Any device that is capable of moving itself, or being moved, from place to place upon wheels; but does not include any device designed to be moved by human muscular power or designed to move primarily through the air.

SECTION THREE – GENERAL REQUIREMENTS

All Operators engaging in Aeronautical Activities at the Airport shall meet or exceed the requirements of Section Three as well as the minimum standards applicable to the Operator's activities, as set forth in subsequent sections.

1. EXPERIENCE/CAPABILITY

Any prospective Operator shall demonstrate to the satisfaction of the Authority that it is capable of consistently providing the proposed products, services, and/or facilities in a safe, secure, efficient, prompt, courteous, and professional manner to aviation consumers in all segments of the market for a fair and reasonable price. This would include, but would not necessarily be limited to, demonstrating that the Operator's aviation/business background is appropriate for the proposed Activities, that the Operator has relevant (aviation/business) experience, that the Operator is qualified to engage in the proposed Activities, and that the Operator has the resources (including, but not limited to, the financial capacity) to realize its business objectives. Appendix 1 – Application/Proposal Requirements shall be completed by Operator and submitted to the Authority.

2. AGREEMENT REQUIRED

No entity shall be permitted to occupy or use Airport land or Improvements and engage in any Commercial Aeronautical Activity or solicit business in connection with any Commercial Aeronautical Activity unless such Activity is conducted in accordance with these Minimum Standards, as may be amended, from time to time, by the Authority; and unless the entity has a valid written lease, sublease, contract, permit or operating agreement (Agreement) with the Authority allowing the conduct of such specifically authorized Activities at the Airport. In the event of a conflict between such Agreement and these Minimum Standards or any applicable Regulatory Measure, the strictest measure or standard shall govern.

3. PAYMENTS OF RENTS, FEES, AND CHARGES

Operator shall pay all rents, fees, and other charges associated with each Commercial Aeronautical Activity as stipulated in the Authority's Regulations and/or as otherwise specified in a written Agreement.

4. LEASED PREMISES

Operator shall, at a minimum, lease or sublease the land and/or Improvements (or construct the Improvements) stipulated for the Activity in these Minimum Standards. When more than one Activity is conducted at the Airport, the minimum standards shall be established by the Executive Director. Depending upon the nature of the combined Activities, the minimum standards shall not be: (1) less than the highest standard for each element (e.g., land, ramp, building/facility, hangar, parking, etc) within the combined Activities or; (2) greater than the cumulative standards for all of the combined Activities proposed. All Commercial and Non-commercial Activities must be conducted on the Airport. Through-the-Fence Operations will

not be permitted. Leased Premises used for Commercial Aeronautical Activities that require public access shall have direct airside and landside access.

Ramps/Paved Tie-Downs (if required) shall be sufficient, in size and weight bearing capacity, to accommodate the movement, staging and parking of Operator's, Operator's sub-lessee's or sub-licensee's, and customer's Aircraft without interfering with the movement of Aircraft in and out of other facilities and Aircraft operating in taxilanes or taxiways.

Ramps associated with hangars shall be sufficient, in size and weight bearing capacity, to accommodate the movement of Aircraft into and out of the hangar, staging, and parking of customer and/or Operator Aircraft without interfering with the movement of Aircraft in and out of other facilities and Aircraft operating on taxilanes or taxiways, whichever is greater.

Paved Automobile Parking shall be sufficient, in size and weight bearing capacity, to accommodate all of the Operator's, Operator's sub-lessee's or sub-licensee's (if applicable) customers, employees, visitors, vendors, and suppliers on a daily basis. Paved automobile parking shall be on Operator's Leased Premises and located in close proximity to the Operator's primary facility. On-street automobile parking is not allowed.

5. PRODUCTS, SERVICES AND FACILITIES

In addition to those products, services, and facilities specifically identified and required in Section Four - Fixed Base Operator, an FBO may engage in any Activity or Activities, as long as the applicable standards specified herein are met.

A Specialized Aeronautical Service Operator (SASO) may engage in any of the permissible Aeronautical Activities identified for a SASO in Section Five – Specialized Aeronautical Service Operator.

Operators are expected to: (1) provide products, services, and facilities on a reasonable and not unjustly discriminatory basis to aviation consumers in all segments of the market, (2) charge reasonable and not unjustly discriminatory prices (while being allowed to make reasonable discounts, rebates, or other similar types of price reductions to volume purchasers), and (3) consistently conduct Activities in a safe, efficient, secure, prompt, courteous, and professional manner consistent with the degree of care and skill exercised by experienced operators conducting comparable Activities at comparable airports in similar or like markets.

6. EXCLUSIVE RIGHTS

No entity shall be granted an exclusive right to engage in any Commercial Aeronautical Activity on the Airport.

7. NON-DISCRIMINATION

Operator agrees to abide by those certain covenants and assurances required or recommended by the FAA, TSA, United States Department of Transportation (USDOT) or by Federal, Kentucky, or local statute. In the event of a breach of any such covenant, the Authority shall have the right to terminate any Agreement and to reenter and repossess any land and/or

Improvements thereon, and hold the same as if said Agreement had never been made or issued. It is further understood and agreed that the Authority shall have the right to take such action as the federal, Kentucky, or local government may lawfully direct to enforce this obligation. In the event future covenants and/or assurances are required of the Authority by the USDOT, FAA or TSA, federal, Kentucky, or local statutes which are applicable to an Agreement, Operator agrees that it will comply with the provisions thereof so long as the Agreement is in effect.

Operator shall not discriminate against any person or class or persons by reason of race, creed, color, national origin, sex, age, or physical handicap in providing any products or services or in the use of any of its facilities provided for the public, or in any manner prohibited by applicable Regulatory Measures including without limitation Part 21 of the Rules and Regulations of the office of the Secretary of Transportation effectuating Title VI of the Civil Rights Act of 1964, as amended or reenacted.

8. LICENSES, PERMITS, CERTIFICATIONS, AND RATINGS

Operator shall obtain and maintain, at its sole cost and expense, and post (display in a prominent location) all applicable licenses, permits, certifications and/or ratings required by any duly authorized Agency for the Activities being conducted by Operator and shall, upon request, provide copies to the Authority within ten business days.

9. PERSONNEL

The person managing the Operator's Activity(ies) shall demonstrate experience managing a comparable Activity(ies).

For each Activity being conducted by the Operator, Operator shall have in its employ, on duty, on the Leased Premises or readily available, during hours of Activity, properly trained, fully qualified, and certified (as applicable or required) personnel in such numbers as are required to meet these Minimum Standards and the reasonable demands of the aviation public in a safe, secure, efficient, prompt, courteous, and professional manner. Such personnel shall be qualified and current in the function (position) for which they are employed. At least one employee must be present and available to meet, greet, and serve customers.

Operator shall control the conduct, demeanor, and appearance of their employees. It shall be the responsibility of the Operator to maintain close supervision over Operator's employees to ensure that a high quality products, services, and facilities are consistently being provided in the manner described above.

Operator shall have a responsible person on the Leased Premises to supervise Activities and such person shall be qualified and authorized to represent and act for and on behalf of Operator during all hours of Activities with respect to the method, manner, and conduct of the Operator and Operator's Activities. When such person is not on the Leased Premises, such individual shall be immediately available by telephone or pager.

10. AIRCRAFT, VEHICLES, AND EQUIPMENT

All required Aircraft, Vehicles, and Equipment must be fully operational, functional, and available at all times and capable of providing all required products and services. Aircraft, Vehicles, and Equipment can be temporarily unavailable (out-of-service) for inspections and maintenance (routine and/or emergency) so long as appropriate measures are taken to return the Aircraft, Vehicle, or Equipment to service as soon as possible; however, Operator shall have at least one required Aircraft, Vehicle, or Equipment in a fully operational and functional condition available at all times and capable of providing all required products and services.

11. HOURS OF ACTIVITY

Hours of activity shall be clearly posted in public view using appropriate and professional signage approved in advance, and in writing, by the Executive Director.

12. SAFETY AND SECURITY

The Authority has overall responsibility for safety and security at the Airport as described in 14 CFR Part 139 and 49 CFR Part 1542. Standards and procedures for meeting these requirements are defined in the Airport Certification Manual and the Airport Security Program. These standards and procedures may apply to Operator's Activities.

13. FINES AND PENALTIES

Failure by Operators to comply with these Minimum Standards may result in fines and penalties, as set forth in the Authority Regulations, including the suspension of authorized Activities on the Airport or revocation of permission to engage in such Activities at the Airport until such time as these Minimum Standards are met. Furthermore said failure to comply may also result in the termination of any Agreement between the Operator and the Board.

Operator shall obey all rules and regulations promulgated, from time to time, by federal, Kentucky or local government, and the Authority governing the conduct and operation of the Airport and its facilities. The Authority agrees that any rules and regulations promulgated by the Authority shall be consistent with any legally authorized federal, Kentucky, or local government rules or regulations. In the event the Authority is assessed and pays a fine resulting from an act, error, or omission of Operator, its employees, agents, and invitees, in violation of this Section, Operator shall reimburse the Authority for such payment within 30 days of the Authority providing such notice of payment.

14. INDEMNIFICATION AND INSURANCE

All existing and prospective Operators shall acquire and maintain, to the Authority's satisfaction, the insurance coverages stipulated in Operator's Agreement or these Minimum Standards, whichever is greater. The Authority shall be named additional insured (when applicable), and Operator shall furnish a current certificate of insurance with a provision of 30 days notice of cancellation.

Operator shall protect, defend, and hold the Authority, its Board, directors, officers, employees, agents, contractors, licensees or invitees completely harmless from and against liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including, but not limited to, attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to an Agreement and/or the use or occupancy of the Leased Premises by Operator, the Activities of Operator, or the acts, errors, or omissions of Operator, its officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, except to the extent such injury, death or damage is caused by the act, error, or omission of the Authority, its Board, directors, officers, employees, agents, contractors, licensees or invitees. Authority shall give to Operator reasonable notice of any such claims or actions.

15. TAXES AND ASSESSMENTS

Operator shall, at its sole cost and expense, pay all taxes, fees, and other charges that may be levied, assessed, or charged by any duly authorized Agency associated with Operator's Leased Premises (land and/or Improvements), Operator's Improvements on the Leased Premises, and/or Operator's Activities.

16. NEW ACTIVITIES

Aeronautical Activities may be proposed that do not fall within the categories designated herein. In any such cases, appropriate minimum standards shall be developed, at such time, on a case-by-case basis, for such Activities and/or incorporated into Operator's Agreement.

17. EXISTING AGREEMENTS

It is understood that existing Agreements between the Authority and existing Operators supersede these Minimum Standards.

Existing Operators, however, are requested to comply with the standards set forth herein that are not specifically addressed in the Operator's current (valid) Agreement. All entities will become subject to the then current Minimum Standards immediately following the expiration, early termination, and/or any modification to an existing Agreement through amendment, addendum, exercising a lease option, extension, renewal, or other means.

18. SUBLICENSE AND SUBLEASE ACTIVITY

All Sublicense/Sublease Agreements require the prior written approval of the Authority.

19. ENVIRONMENTAL

Operator shall at all times and in all respects comply with federal, Kentucky, or local laws, ordinances, regulations, and orders relating to environmental protection, industrial hygiene, or the use, generation, manufacture, storage, disposal, or transportation of Hazardous Materials on, about, or from the Airport.

20.

SPILL PLAN

Operators using or selling Fuel, chemicals, or other products considered by federal, Kentucky, or local authorities to be pollutants or hazardous shall provide a Fuel and/or chemical spill plan for approval by the Executive Director and appropriate environmental agencies prior to Operator's use/sale of such products.

SECTION FOUR – FIXED BASE OPERATOR

1. DEFINITION

A Fixed Base Operator (FBO) is a Commercial Operator engaged in the sale of products and services and the rental or leasing of facilities to include, at a minimum, the following Activities at the Airport:

- Aircraft fueling (both Jet Fuel and Avgas) and lubricants
- Aircraft line (ground) services and support
- Aircraft parking (including tie-down) and hangar
- Aircraft maintenance
- Aircraft charter
- Aircraft flight instruction
- Miscellaneous customer services/amenities

In addition to the General Requirements as described in Section Three, FBO shall comply with the following minimum standards set forth in this Section Four.

An FBO may engage in any SASO Activity not all ready required above. An FBO may Sublicense any required aviation services to a SASO (i.e., a SASO can fulfill any of the mandatory requirements of an FBO) with the exception of fueling, line (ground) services and support, parking and hangar (which shall be provided by the FBO's Employees using the FBO's Vehicles, Equipment, and resources), provided that the Sublicense and/or Sublease Agreement is approved in writing in advance by the Authority. SASOs must meet all applicable requirements for the Sublicense operation. SASOs can sublease space from an FBO in order to meet minimum standards as long as the FBO meets the Leased Premises requirement for an FBO and the SASO Activity.

2. LEASED PREMISES

	LOU	
Ground	304,920 SF	7.0 Acres
Ramp	174,240 SF	4.0 Acres
Building/Facility	6,000 SF	
Maint & Parts Storage	2,000 SF	
Admin & Customer	4,000 SF	
Support		
Hangar	24,000 SF	
Parking	7,500 SF	30 Spaces

The minimum ground area shall be contiguous although the FBO may be permitted to have additional non-contiguous land (beyond the minimum ground area) for its operations.

Ramp area shall provide adequate paved transient Aircraft parking having the weight-bearing capacity to accommodate the largest Aircraft type typically handled or serviced by FBO. Ramp area shall include adequate space to accommodate the number, type, and size of based and transient Aircraft requiring tie-down space at the Operator's Leased Premises, but no less than 30 paved tie-down spaces.

Building/facility area shall include adequate space for a public waiting area (customer lounge) of a size commensurate with the type and scope of the operations; restrooms, public use telephone; and an administrative area having adequate and dedicated space for employee offices, work areas, and storage.

Leased Premises shall include a pilot lounge and flight planning area with appropriate seating, work areas, communication facilities and Equipment, directories, and all other items necessary for complete flight planning. These areas shall be separate from other public areas.

3. FUEL STORAGE

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

FBO shall have a fixed Fuel storage system (in a location designated by the Authority), containing safety fixtures, and filtration systems to ensure Fuel quality in accordance with applicable standards. Above ground storage tanks shall be built, installed, operated and maintained in accordance with all federal, Kentucky and local regulations. Underground storage tanks are prohibited.

The system shall have at least 20,000 gallons of storage for each type of Fuel the FBO is required to provide. The storage system must include adequate Fuel spill prevention features and containment capabilities together with an approved fuel Spill Prevention Countermeasures and Control Plan that must be submitted to the Authority (at least 30 days prior to commencing operations) and kept current by the Operator.

FBO shall provide for the lawful and sanitary handling and timely disposal, away from the Airport, of all solid waste, regulated waste, and other materials including, but not limited to, used oil, solvents and other regulated waste. FBO shall provide monthly fuel reports identifying the total gallons of Fuel delivered by type and category, to the Authority.

4. FUELING EQUIPMENT

FBO shall have mobile refueling Vehicles (Refuelers), designed and built specifically for the purpose of fueling Aircraft, self-propelled, properly marked/labeled with type of Fuel being carried/dispensed, equipped with an accurate metering device, and having separate dispensing pump for each grade of Fuel being carried/dispensed. FBO shall have at least one Refueler for Avgas having a minimum 500 gallon capacity and at least one Refueler for Jet Fuel having a minimum 1,500-gallon capacity and "over-the-wing" and "single point" fueling capability. All Refuelers shall have "bottom loading" capabilities as well. If Operator

elects to maintain the minimum Refuelers required as set forth in this Section Four, Operator must be able to provide interim service through either a back up Refueler or a written operating agreement with another FBO on the Airport while Operator's equipment is out of service.

5. OTHER EQUIPMENT

FBO shall provide tie down facilities and Equipment including ropes, chains and other types of restraining devices (e.g., wheel chocks); adequate loading, unloading and towing Equipment (a least one tug and a variety of towbars) to safely and efficiently move Aircraft as necessary; Equipment for repairing and inflating Aircraft tires, servicing oleo struts, changing oil, washing Aircraft and Aircraft windows and recharging or energizing discharged Aircraft batteries and starters; oxygen and nitrogen; Equipment to clean the interior and exterior of Aircraft; telephones and radios to contact to service personnel; tools, jacks, ground power units, lavatory service cart, and crew/courtesy Vehicles. All equipment shall be able to service and/or support the Aircraft normally frequently the Airport.

6. PERSONNEL

Personnel, while on duty, shall be clean, neat in appearance, courteous, and at all times, properly uniformed. Uniforms shall identify the name of the FBO and the employee and shall be clean, neat, professional, and properly maintained at all times. Management and administrative personnel shall not be required to be uniformed.

FBO shall have at least one properly trained and fully qualified Employee during hours of Activity to provide fueling, line (ground) services and support, parking, tie-down, and hangar. FBO shall have at least one properly trained and fully qualified Employee during hours of activity (except from 10:00 p.m. to 6:00 a.m.) to provide customer service and support. FBO shall have at least one properly trained and fully qualified Airframe and Powerplant Mechanic during hours of activity.

All personnel engaged in fueling operations shall be fully instructed and trained in proper fueling procedures as required by NFPA, Advisory Circulars, EPA, any other federal, Kentucky, or local authority (and any other applicable) standards.

7. HOURS OF ACTIVITY

FBO shall make provisions for its Leased Premises to be open from 8:00 a.m. to 5:00 p.m., seven days a week, including holidays, for all Activities other than fueling, line (ground) services and support, parking, tie-down, and hangar.

Fueling, line (ground) services and support, parking, tie-down, and hangar shall be available from 6:00 a.m. to 10:00 p.m., local time, seven days a week, including holidays, at any other time when the Air Traffic Control Tower is operational, and available all other times (after hours), on-call, with a response time not to exceed 60 minutes.

Aircraft recovery (removal) services shall be provided within 30 minutes of notification that such services are required.

The Authority reserves the right to require that facilities be open and staffed during other times (beyond the minimum required hours) based on public benefit and/or need.

8. AIRCRAFT REMOVAL

FBO shall provide appropriate recovery services and Equipment necessary to promptly remove disabled Aircraft, with a gross landing weight of 30,000 lbs or less, from the airfield on request by the Authority or the owner or operator of the disabled Aircraft.

9. CHARTER SERVICES

FBO shall provide multiengine IFR charter service as a 14 CFR Part 135 air carrier.

10. FLIGHT INSTRUCTION

The FBO shall provide primary and advanced flight and ground instruction.

11. MISCELLANEOUS CUSTOMER SERVICE

The FBO shall provide the following customer services: (1) services to facilitate airborne customer requests; (2) a discrete vending area within the FBO Leased Premises with the availability of both hot and cold beverages and prepacked snacks; (3) discrete flight planning area properly equipped with desks, chairs, and appropriate wall charts, AIM, NOTAM's board, a direct telephone line to LOU-AFSS and a monitor for the Bowman ATIS; (4) conveniently located public pay and credit card only telephones; (5) a retail sales counter adequately stocked with current charts, flight planning aids and miscellaneous small flight aid and comfort accessories; (6) a convenient, comfortably furnished, public waiting area (customer lounge), with adjoining restroom facilities; (7) rental car availability upon one (1) hour prior request; (8) aviation grade in-flight oxygen refills upon 24-hour prior request; (9) acceptance of one or more national bank and/or oil company credit cards for fueling, line and related services; and (10) at least one dedicated courtesy Vehicle.

12. OPTIONAL SERVICES

Dealership. The FBO may maintain a national airframe dealership and may provide both new and used Aircraft sales as part of its national airframe dealership obligation. In addition, the FBO may maintain one or more national dealerships in Aircraft engines, accessories, instruments and avionics.

Special Flight Services. The FBO may provide aerial sightseeing and aerial photography, provided, however, that all such services are conducted in compliance with these Minimum Standards.

Flight Instruction. The FBO may provide primary and advanced flight and ground instruction.

Aircraft Rental. The FBO may provide rental Aircraft.

13. INSURANCE

The FBO shall procure and maintain the minimum insurance stipulated in its Agreement with the Authority and/or these Minimum Standards, whichever is greater.

14. FEES

The FBO shall pay all fees associated with this Activity. All rental rates shall be at Fair Market Value (“FMV”) as required by the FAA. Current rates are listed in the Authority’s Regulations and may be changed, from time to time, by the Authority.

SECTION FIVE – SPECIALIZED AVIATION SERVICE OPERATORS (SASO)

1. DEFINITION

A SASO is a Commercial Operator that engages in any one or a combination of the following Aeronautical Activities, as authorized (permitted) by the Authority:

- A. Aircraft maintenance and repair service; or
- B. Avionics, instrument, and/or propeller maintenance, repair, or overhaul service; or
- C. Aircraft rental/flight training; or
- D. Aircraft sales; or
- E. Aircraft charter, air taxi, air ambulance, or management; or
- F. Commercial hangar operator; or
- G. Other Commercial Aeronautical Activities including, but not limited to, limited Aircraft services and support, miscellaneous commercial services and support, and air transportation services for hire.

2. OTHER

A SASO is not permitted to sell, provide (barter, trade, or exchange), or dispense Fuel (aviation or otherwise) to aviation consumers, the public, or any other entity.

An FBO may Sublicense any required aviation services to a SASO (i.e., a SASO can fulfill any part of the mandatory requirements of an FBO except fueling, line (ground) services and support, parking, tie-down, and hangar) provided that the Sublicense and/or Sublease Agreement are approved in writing in advance by the Authority. SASOs must meet all applicable requirements for the Sublicense operation. SASOs can sublease space from an FBO in order to meet the SASO's Leased Premises requirements as long as the FBO meets the FBO's Leased Premises requirements and the Leased Premises meet the requirements for the SASO Activity.

AIRCRAFT MAINTENANCE OPERATOR

1. DEFINITION

An Aircraft Maintenance Operator is a Commercial Operator engaged in providing Aircraft (airframe and powerplant) Maintenance (as defined in 14 CFR Part 43) for Aircraft other than those owned, leased, and/or operated by (and under the full and exclusive control of) Operator which includes the sale of Aircraft parts and accessories. In addition to the General Requirements set forth in Section Three, Operator shall comply with the following minimum standards set forth in this Section Five.

FBOs shall comply with the minimum standards set forth in Section Four associated with Aircraft Maintenance.

2. LEASED PREMISES

	LOU	
Ground	21,780 SF	0.5 Acre
Ramp	Sized to accommodate a minimum of 2 aircraft and an additional tie-down for each additional 2,000 SF of hangar space	
Building/Facility	1,000 SF	
Hangar	4,500 SF	
Parking	2,500 SF	10 Spaces

Building/facility shall include adequate space for a public waiting area (customer lounge), public use telephone and restrooms, an administrative area having adequate and dedicated space for employee offices, work areas and storage, and a maintenance area having adequate and dedicated space for employee work areas, shop areas, and storage for parts, supplies, Equipment, and tooling.

Hangar area shall be at least equal to the square footage required for the type of Aircraft Maintenance being provided (as identified above) or large enough to accommodate the largest Aircraft undergoing Aircraft Maintenance (other than preventative Aircraft maintenance as defined in 14 CFR Part 43), whichever is greater.

3. AIRCRAFT PAINTING

For paint, varnish or lacquer spraying operations, the arrangement, construction, and ventilation of spraying booths, the storage of materials, disposal of hazardous waste (by products), and employee safety shall be in accordance with federal, Kentucky and local fire prevention and environmental standards.

4. LICENSES AND CERTIFICATION

Operator shall be properly certificated as an FAA Repair Station as defined by 14 CFR Part 145 with ratings appropriate for the services being provided. In the case of a new operation, Operator must acquire all applicable repair station certifications within six months of operation initiation.

5. PERSONNEL

Operator shall have at least one properly trained, fully qualified, and FAA certificated Airframe and Powerplant Mechanic (with ratings appropriate for the services being provided/work being performed) and at least one customer service representative, who shall be on duty, on the Leased Premises or readily available to the public, during the hours of Activity. Operator shall also have at least one person available who can supervise and inspect the work for which the repair station is rated.

6. EQUIPMENT

Operator shall provide sufficient tools, Equipment, supplies and access to (availability of) parts as required for certification as an FAA Repair Station.

7. HOURS OF ACTIVITY

Operator shall be open and services shall be available to meet the reasonable demands of the public for this activity during normal business hours (8:00 a.m. to 5:00 p.m.,) five days a week and available after hours, on-call, with a response time not to exceed 60 minutes.

8. INSURANCE

Operator shall procure and maintain the minimum insurance coverages stipulated in the Operator's agreement with the Authority or these Minimum Standards, whichever is greater.

9. FEES

Operator shall pay all fees associated with this Activity. All rental rates shall be at Fair Market Value ("FMV") as required by the FAA. Current rates are listed in the Authority's Regulations and may be changed from time to time by the Authority.

AVIONICS OR INSTRUMENT MAINTENANCE OPERATOR

1. DEFINITION

An Avionics or Instrument Maintenance Operator is a Commercial Operator engaged in the business of maintenance, alteration, or sale of one or more of the items described in 14 CFR Part 43, Appendix A (e.g., Aircraft radios, electrical systems, or instruments). In addition to the General Requirements set forth in Section Three, Operator shall comply with the following minimum standards set forth in this Section Five.

2. LEASED PREMISES

	LOU	
Ground	21,780 SF	0.5 Acre
Ramp	Sized to accommodate a minimum of 2 aircraft and an additional tie-down for each additional 2,000 SF of hangar space	
Building/Facility	500 SF	
Hangar	4,500 SF	
Parking	2,500 SF	10 Spaces

Building/facility shall include adequate space for a public waiting area (customer lounge), public use telephone and restrooms, an administrative area having adequate and dedicated space for employee offices, work areas and storage, and a maintenance area having adequate and dedicated space for employee work areas, shop areas, and storage for parts, supplies, Equipment, and tooling.

3. LICENSES AND CERTIFICATION

The Operator shall be properly certified as an FAA Repair Station with ratings appropriate for the type of service being provided. In the case of a new operation, the Operator must acquire all applicable Repair Station certifications within six months of operation initiation.

4. PERSONNEL

Operator shall have at least one properly trained, fully qualified, and FAA certificated technician (with licenses and/or ratings appropriate for the services being provided/work being performed) on duty, on the Leased Premises or readily available to the public, during the hours of Activity.

5. EQUIPMENT

Operator shall provide sufficient tools, Equipment, supplies, and availability of parts as required for certification by FAA as an approved Repair Station.

6. HOURS OF ACTIVITY

Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity during normal business hours (8:00 a.m. to 5:00 p.m.), five days a week and available after hours, on-call with a response time not to exceed 60 minutes.

7. INSURANCE

Operator shall procure and maintain the minimum insurance coverages stipulated in the Operator's Agreement with the Authority or these Minimum Standards, whichever is greater.

8. FEES

Operator shall pay all fees associated with this Activity. All rental rates shall be at Fair Market Value ("FMV") as required by the FAA. Current rates are listed in the Authority's Regulations and may be changed from time to time by the Authority.

AIRCRAFT RENTAL/FLIGHT TRAINING OPERATOR

1. DEFINITION

An Aircraft Rental Operator is a Commercial Operator engaged in the rental of Aircraft to the public to include any necessary competency checks, check rides and/or transition training associated with Aircraft Rental activities.

A Flight Training Operator is a Commercial Operator engaged in providing flight instruction to the public including flight training using fixed and/or rotary wing Aircraft and providing such related ground school instruction as required for taking a written examination and flight check ride for the category or categories of pilot's licenses and ratings involved. A person holding a current FAA flight instructor's certificate who gives flight instruction to an owner of an Aircraft in the owner's Aircraft (and does not provide or make flight instruction available to the public) shall not be deemed a Commercial Operator.

In addition to the General Requirements set forth in Section Three, Operator shall comply with the following minimum standards set forth in this Section Five.

2. LEASED PREMISES

	LOU	
Ground	21,780 SF	0.5 Acre
Ramp	Sized to accommodate a minimum of 2 aircraft and an additional tie-down for each additional 2,000 SF of hangar space	
Building/Facility	1,000 SF	
Hangar	**4,000 SF	
Parking	2,500 SF	

Building/facility shall include adequate space for a public waiting area (customer lounge), public use telephone and restrooms, an administrative area having adequate and dedicated space for employee offices, work areas and storage, and a maintenance area having adequate and dedicated space for employee work areas, shop areas, and storage.

** These SASO services do not require hangar facilities. If Operator elects to build a hangar, sizing to meet the Activity provided shall be required. If Operator maintains its own aircraft for the Activity provided, the hangar size, as listed above, is required.

3. LICENSES AND CERTIFICATION

Operator shall meet and maintain all applicable requirements for services offered.

4. PERSONNEL

Operator shall have at least one properly trained, fully qualified, and FAA certificated flight instructor (with ratings appropriate for the services being provided/training being performed and current medical certification) and at least one customer service representative, who shall be on duty, on the Leased Premises or readily available to the public, during the hours of Activity. For aircraft rental, the FAA certificated flight instructor shall be able to provide competency checks, check rides, and/or transition training in (for) all Aircraft available for rental.

5. EQUIPMENT

Operator shall have available either owned or under written lease and under full and exclusive control of Operator, at least one properly certified and continuously airworthy Aircraft capable for flight under instrument conditions.

For flight training, Operators shall have, at a minimum, adequate mock-ups, still and/or motion pictures, or other training aids that are necessary to provide proper and effective ground school instruction.

6. HOURS OF ACTIVITY

Operator shall be open and services shall be available to meet the reasonable demands of the public for this activity during normal business hours (8:00 a.m. to 5:00 p.m.), five days a week and available after hours by prior arrangement (appointment).

7. INSURANCE

Operator shall procure and maintain minimum the insurance coverages stipulated in Operator's Agreement with the Authority or these Minimum Standards, whichever is greater.

Disclosure Requirement: Any Operator conducting Aircraft rental or Flight Training shall post a notice and incorporate within the rental and instruction agreements the coverage and limits provided to the renter or student by Operator, as well as a statement advising that additional coverage is available to such renter or student through the purchase of an individual non-ownership liability policy. Operator shall provide a copy of such notice to the Executive Director.

8. FEES

Operator shall pay all fees associated with this Activity. All rental rates shall be at Fair Market Value ("FMV") as required by the FAA. Current rates are listed in the Authority's Regulations and may be changed from time to time by the Authority.

AIRCRAFT CHARTER/MANAGEMENT OPERATOR

1. DEFINITION

An Aircraft Charter Operator is a Commercial Operator providing on-demand air transportation services (common carriage) for person or property (as defined in 14 CFR Part 135) or operates in private carriage under 14 CFR Part 125.

Aircraft Management: An Aircraft Management Operator is a Commercial Operator engaged in the business of providing Aircraft management services (for Aircraft not owned by the Operator) including, but not limited to, flight scheduling and dispatching and flight crew (pilot) services to the public (and/or coordinating Aircraft fueling, line services, ground handling, Maintenance, and storage for or on behalf of the public).

In addition to the General Requirements set forth in Section Three, Operator shall comply with the following minimum standards set forth in this Section Five.

2. LEASED PREMISES

	LOU	
Ground	21,780 SF	0.5 Acre
Ramp	Sized to accommodate a minimum of 2 aircraft and an additional tie-down for each additional 2,000 SF of hangar space	
Building/Facility	1,000 SF	
Hangar	**4,000 SF	
Parking	2,500 SF	

Building/facility shall include adequate space for a public waiting area (customer lounge), public use telephone and restrooms, an administrative area having adequate and dedicated space for employee offices, work areas and storage.

** These SASO services do not require hangar facilities. If Operator elects to build a hangar, sizing to meet the Activity provided shall be required. If Operator maintains its own aircraft for the Activity provided, the hangar size, as listed above, is required.

3. LICENSES AND CERTIFICATION

Operator shall maintain the appropriate FAA certification and approvals required to meet the standards set forth in this category for Operator and any Aircraft or other Equipment utilized to engage in the Activity and shall provide copies of all required certifications and approvals

to the Authority prior to engaging in the Activity and update same anytime changes are made or occur.

4. PERSONNEL

Operator shall have the required number of properly trained, fully qualified, and FAA certificated pilots for the aircraft being operated (with ratings appropriate for the services being provided and current medical certification) and at least one customer service representative, who shall be on duty, on the Leased Premises or readily available to the public, during the hours of Activity.

5. EQUIPMENT

For Aircraft charter, Operator shall provide, either owned or under a written lease and under the full and exclusive control of Operator, the type, class, size and number of Aircraft intended to be used by the Operator, but not less than one certified and continuously airworthy single-engine four-place Aircraft equipped, certified for, and capable of flight under instrument flight rules (metrological) conditions.

6. HOURS OF ACTIVITY

For Aircraft charter, Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity during normal business hours (8:00 a.m. to 5:00 p.m.), five days a week and available after hours, on-call with a response time not to exceed 60 minutes.

7. INSURANCE

Operator shall procure and maintain the minimum insurance coverages stipulated in the Operator's agreement with the Authority or these Minimum Standards, whichever is greater.

8. FEES

Operator shall pay all fees associated with this Activity. All rental rates shall be at Fair Market Value ("FMV") as required by the FAA. Current rates are listed in the Authority's Regulations and may be changed from time to time by the Authority.

AIRCRAFT SALES OPERATOR

1. DEFINITION

An Aircraft Sales Operator is a Commercial Operator engaged in the sale of two or more new and/or used Aircraft during a 12-month period.

New Aircraft Sales: Operator shall engage in the sale of new Aircraft through franchises or licensed dealerships (if required by Kentucky or local authority) or distributorship (either on a retail or wholesale basis) of an Aircraft manufacturer; and provide such repair, services, and parts as necessary to meet any guarantee or warranty of Aircraft sold.

Used Aircraft Sales: Operator shall engage in the purchase and sale of used Aircraft accomplished through various methods including Aircraft brokering, assisting a customer in the purchase or sale of an Aircraft, or purchasing used Aircraft and marketing them to potential purchasers.

General: Operator shall provide necessary and satisfactory arrangements for repair and servicing of Aircraft for the duration of any sales guarantee or warranty period. Operator shall have a representative example of the Aircraft being sold available for demonstration.

In addition to the General Requirements set forth in Section Three, Operator shall comply with the following minimum standards set forth in this Section Five.

2. LEASED PREMISES

	LOU	
Ground	21,780 SF	0.5 Acre
Ramp	Sized to accommodate a minimum of 2 aircraft and an additional tie-down for each additional 2,000 SF of hangar space	
Building/Facility	1,000 SF	
Hangar	**4,000 SF	
Parking	2,500 SF	

Building/facility shall include adequate space for a public waiting area (customer lounge), public use telephone and restrooms, an administrative area having adequate and dedicated space for employee offices, work areas and storage.

** These SASO services do not require hangar facilities. If Operator elects to build a hangar, sizing to meet the Activity provided shall be required. If Operator maintains its own aircraft for the Activity provided, the hangar size, as listed above, is required.

3. LICENSES AND CERTIFICATIONS

Operator shall maintain all applicable licenses, certifications, and ratings for all Aircraft being offered for sale.

4. PERSONNEL

Operator shall have at least one properly trained, fully qualified, and FAA certificated pilot (with ratings appropriate for the aircraft being sold and current medical certification) and at least one customer service representative, who shall be on duty, on the Leased Premises or readily available to the public, during the hours of Activity. The FAA certificated pilot shall be able to provide demonstration flights in (for) all the Aircraft available for sale.

5. EQUIPMENT

Operator shall provide an adequate inventory of spare parts for the type of new Aircraft for which sales privileges are granted.

6. HOURS OF ACTIVITY

Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity during normal business hours (8:00 a.m. to 5:00 p.m.) five days a week and available after hours by prior arrangement (appointment).

7. INSURANCE

Operator shall procure and maintain the minimum insurance coverages stipulated in Operator's Agreement with the Authority or these Minimum Standards, whichever is greater.

8. FEES

Operator shall pay all fees associated with this Activity. All rental rates shall be at Fair Market Value ("FMV") as required by the FAA. Current rates are listed in the Authority's Regulations and may be changed from time to time by the Authority.

SPECIALIZED COMMERCIAL AERONAUTICAL OPERATOR

1. DEFINITION

A Specialized Commercial Aeronautical Operator is a Commercial Operator engaged in providing: (1) limited Aircraft services and support, (2) miscellaneous commercial services and support, or (3) air transportation services for hire. In addition to the General Requirements set forth in Section Three, Operator shall comply with the following minimum standards set forth in this Section Five.

Limited aircraft services and support could include Aircraft, engine, or accessory washing and cleaning and other miscellaneous Activities directly relating to Aircraft services and support.

Miscellaneous Commercial services and support could include ground schools, simulator training, charter flight coordinators, aircrew management, or any other miscellaneous Activities directly relating to supporting or providing support services for a Commercial Aeronautical Activity.

Air transportation services for hire could include non-stop sightseeing flights (flights that begin and end at the Airport and are conducted within 25 statute mile radius of the Airport); aerial application (seeding, spraying, and/or bird chasing); aerial advertising; aerial photography or survey; power line, underground cable, or pipe line patrol; fire fighting; or any other miscellaneous Activities directly related to air transportation services for hire (e.g., helicopter operations in construction or repair work).

2. LEASED PREMISES

	LOU	
Ground	21,780 SF	0.5 Acre
Ramp	Sized to accommodate a minimum of 2 aircraft and an additional tie-down for each additional 2,000 SF of hangar space	
Building/Facility	1,000 SF	
Hangar	**4,000 SF	
Parking	2,500 SF	

Building/facility shall include adequate space for a public waiting area (customer lounge), public use telephone and restrooms, an administrative area having adequate and dedicated space for employee offices, work areas and storage.

** These SASO services do not require hangar facilities. If Operator elects to build a hangar, sizing to meet the Activity provided shall be required. If Operator maintains its own aircraft for the Activity provided, the hangar size, as listed above, is required.

3. LICENSES AND CERTIFICATIONS

Operator shall have and provide to the Executive Director evidence of all licenses, certificates, or ratings that are required to engage in the Activity.

4. PERSONNEL

For air transportation services for hire, Operator shall have the required number of properly trained, fully qualified, and FAA certificated pilots for the aircraft being operated (with ratings appropriate for the services being provided and current medical certification) on duty during the hours of Activity.

5. EQUIPMENT

Operator shall have (based at the Airport), either owned or under written lease to (and under the full and exclusive control of) Operator, sufficient Vehicles, Equipment, and for air transportation for hire, one continuously airworthy Aircraft. Operator shall have sufficient supplies and parts available to support the Activity.

6. HOURS OF ACTIVITY

Operator shall be open and services shall be available during hours normally maintained by entities operating competitive businesses at the Airport and at comparable airports.

7. INSURANCE

Operator shall procure and maintain the minimum insurance coverages stipulated in the Operator's Agreement with the Authority or these Minimum Standards, whichever is greater.

8. FEES

Operator shall pay all fees associated with this Activity. All rental rates shall be at Fair Market Value ("FMV") as required by the FAA. Current rates are listed in the Authority's Regulations and may be changed from time to time by the Authority.

INDEPENDENT OPERATORS

1. DEFINITION

An Independent Aircraft Maintenance Operator is a Commercial Operator engaged in providing Aircraft Maintenance as defined in 14 CFR Part 43 at the Airport on Bowman Field based Aircraft without a business presence (place of business) at the Airport (i.e., Operator does not lease land and/or Improvements at the Airport .

An Independent Aircraft Flight Training Operator is a Commercial Operator engaged in providing flight instruction to the public including flight training using fixed and/or rotary wing Aircraft without a business presence (place of business) at the Airport (i.e., Operator does not lease land and/or Improvements at the Airport .

In addition to the General Requirements set forth in Section Three, Operator shall comply with the following minimum standards set forth in this Section Five

2. LICENSES AND CERTIFICATIONS

Operator shall be properly trained, fully qualified and in possession of current valid FAA certificates with licenses and/or ratings appropriate for the services being provided (work being performed) and provide evidence of same to the Executive Director prior to engaging in the Activities at the Airport.

3. EQUIPMENT

Operator shall have sufficient tools, Equipment, supplies, and access to parts appropriate for the services being provided (work being performed) at the Airport.

4. INSURANCE

Operator shall procure and maintain the minimum insurance coverages stipulated in the Operator's Agreement with the Authority or these Minimum Standards, whichever is greater.

The Authority shall review the insurance requirements annually to determine the availability and industry standards for such coverage necessary as set forth in this subsection of Section Five

5. FEES

Operator shall pay all fees associated with this Activity. Current rates are listed in the Authority's Regulations and may be changed from time to time by the Authority

SECTION SIX – NON-COMMERCIAL OPERATORS

SELF-SERVICE FUELING OPERATOR

1. INTRODUCTION

This Section sets forth the standards and prerequisite to an entity desirous or engaging in Non-Commercial Self-Service Fueling at the Airport. Any entity engaging in such activities shall also be required to comply with all applicable Regulatory Measures pertaining to such activities.

Operator may Fuel and otherwise service its own Aircraft provided the Operator does so himself (or his/her Employees do so) using his/her own Vehicles, Equipment, and resources (Fuel) and such fueling shall be performed in accordance with all applicable Regulatory Measures.

2. AGREEMENT/APPROVAL

No entity shall engage in Self-Service Fueling activities unless a valid Non-Commercial Self-Service Fueling Permit (the "Permit") authorizing such activity has been obtained from the Executive Director. Such entities shall herein be referred to as "Permittees".

The Permit shall not reduce or limit Permittee's obligations with respect to these Self-Service Fueling standards, which shall be included in the Permit by reference.

Prior to issuance and subsequently upon request by the Executive Director, Permittee shall provide evidence of ownership or lease of any Aircraft being operated (under the full and exclusive control of) and fueled by Permittee.

3. REPORTING

Permittee shall report all Fuel delivered to the approved Permittee's Fuel storage facility during each calendar month and submit a summary report along with appropriate Fuel flowage fees and/or other charges due on or before the 10th day of the subsequent month.

Permittee shall, during the term of the Permit and for three years thereafter, maintain records identifying the total number of Fuel gallons purchased and delivered. Records (and meters) shall be made available to the Authority for review and audit. In the case of a discrepancy, Permittee shall promptly pay, in cash, all additional rates, fees, and charges due, plus a late fee on all unpaid balances at the rate set forth in the Authority's Regulations.

4. FUEL STORAGE

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

Permittee shall have a fixed Fuel storage tank system (in a location approved by the Authority), containing safety fixtures, and filtration systems to ensure quality in accordance with applicable safety and environmental standards. Above ground storage tanks shall be built, installed, operated and maintained in accordance with all federal, Kentucky and local regulations. Underground storage tanks are prohibited.

The system shall have at least 10,000 gallons of storage for each type of Fuel dispensed. The storage system must include adequate Fuel spill prevention features and containment capabilities, together with an approved Fuel Spill Prevention Countermeasures and Control Plan, as applicable.

Permittee shall provide for the lawful and sanitary handling and timely disposal away from the Airport of all solid waste, regulated waste, and other materials including, but not limited to, used oil, solvents, and other regulated waste.

5. LIMITATIONS

Permittees shall not sell and/or dispense (barter, trade, or exchange) Fuels to Based Aircraft or Transient Aircraft that are not owned, leased and/or operated (and under the full and exclusive control of) Permittee. Any such selling or dispensing (bartering, trading, or exchanging) shall be grounds for immediate revocation of the Permit by the Executive Director.

At least one properly trained and fully qualified person shall be on duty at all times when fueling operations are being conducted. Each refueling attendant will receive training regarding refueling operation, Aircraft to be refueled, and proper procedures to be followed prior to, during, and after refueling operations including fire safety and emergency procedures. This training must be documented and available for review by the Authority.

6. CO-OP FUELING

Joint or co-operative fueling (co-op fueling) is prohibited.

7. SELF-SERVICE FUELING

The use of commercially available Self-Service Fueling facilities is not considered to be Commercial Self-Service as defined in this Section.

8. INSURANCE

Permittee shall procure and maintain the minimum insurance coverages stipulated in the Operator's Agreement with the Authority or these Minimum Standards, whichever is greater.

SECTION SEVEN – APPLICATION PROCESS

COMMERCIAL AERONAUTICAL ACTIVITY APPLICATION

Any entity desirous of engaging in a Commercial Aeronautical Activity at the Airport shall comply with the following.

APPLICATION PROCESS

The prospective Operator shall submit all of the information requested on the Application/Proposal Requirements checklist (See Appendix 1) and thereafter shall submit any additional information that may be required or requested by the Executive Director in order to properly evaluate the application and facilitate an analysis of the prospective operation including, but not limited to, verifiable history of experience, qualifications, capabilities, and /or capacity, etc.

No application will be deemed complete that does not provide the Executive Director and the Authority with the information necessary to allow the Executive Director and the Authority to make a meaningful assessment of Applicant's prospective operation and determine whether or not the prospective operation will comply with all applicable Regulatory Measures and be compatible with the Airport's Master Plan, Airport Layout Plan, or Land Use Plan.

If the type of Commercial Aeronautical Activity(ies) being proposed is generally accepted by the Authority, and requires the leasing of land and/or Improvements for a term greater than 12 months, a more formal public proposal process will be conducted by the Authority as required by Kentucky Revised Statutes. During this proposal process, Applicant shall be given the opportunity to provide more detailed information in its endeavor to obtain the right to engage in the Commercial Aeronautical Activity(ies) being sought by the Applicant.

APPROVAL PROCESS

All applications will be reviewed and acted upon by the Board within ninety (90) days from the Board's receipt of the application, subject to any necessary FAA or other Agency review.

Applications may be denied for one or more of the following reasons:

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

4. There is no appropriate or adequate available space on the Airport to accommodate the entire Activity of the applicant.
5. The proposed operation, development and/or construction do not comply with the approved ALP.
6. The development or use of the Airport area requested will result in a congestion of Aircraft or buildings, or will result in unduly interfering with the operations of any present FBO/SASO or tenant on the Airport, such as problems in relation to Aircraft traffic or service, preventing free access and egress to the existing FBO/SASO or tenant areas; or will result in depriving, without the proper economic study, an existing FBO/SASO or tenant of portions of its leased area in which it is operating.
7. Any party applying or having an interest in the business, has supplied false information, or has misrepresented or omitted any material fact in the application or in supporting documents, or has failed to make full disclosure on the application.
8. Any party applying, or having an interest in the business, that has a record of violating any Airport Regulations, or the rules and regulations of any other airport, or Agency having jurisdiction over the Airport, or any other rule, regulation, law or ordinance applicable to the Airport or any other airport.
9. Any party applying, or having an interest in the business, has defaulted in the performance of any agreement with the Board or any agreement at any other airport.
10. Any party applying or having an interest in the business is not sufficiently credit worthy and responsible in the sole judgment of the Board to provide and maintain the business for which the application relates including prompt payment of amounts due and payable.
11. The applicant does not have the finances necessary to conduct the proposed operation for at least six months.

The Authority reserves the right at any time to approve or disapprove any application to engage in Commercial Aeronautical Activities at the Airport. Such approval shall take into account the aforementioned standards along with an analysis of the business and/or aviation experience, background, and qualifications of the Applicant, the feasibility of the Applicant's proposal, and the Applicant's financial capabilities and capacities to fully implement the proposal and successfully engage in the proposed Commercial Aeronautical Activities at the Airport. Final approval by the Authority shall be based upon a comprehensive evaluation of the proposal.