



# *Walker*

## *City on the Bay*

### **MINIMUM STANDARDS**

FOR THE CONDUCT OF  
COMMERCIAL ACTIVITIES  
AT THE  
**WALKER MUNICIPAL AIRPORT**

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## **1.0 DEFINITIONS**

As used in these Minimum Standards, the following terms shall have the following meanings:

**Aeronautical Activity**: any activity which involves, makes possible, or is required for, the operation of aircraft, or which contributes to or is required for the safety of such operations.

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

**Airport**: the Walker Municipal Airport's area, buildings, facilities, and improvements within the interior boundaries as it now exists or as it may hereinafter be extended or enlarged as depicted on a recognized current Airport Layout Plan.

**Airport Layout Plan**: a drawing depicting the physical layout of the airport that identifies the location and configuration of runways, taxiways, buildings, roadways, utilities, navigational aids, etc. The ALP must also show planned airport development.

**AOA**: Aircraft Operating Areas, the area of the airport used or intended to be used for landing, takeoff, or surface movement of aircraft, including the associated hangars and navigation and communications facilities.

**Commercial Operations**: the operation of an aircraft for compensation or hire, or any services performed incidental to the operation of any aircraft for which a fee is charged or compensation received including, but not limited to, the servicing, maintaining, and repairing of aircraft; the rental or charter of aircraft; the operation of flight or ground schools; the operation of aircraft for the application or distribution of chemicals or other substances; aerial photography and surveys; air shows or expositions; and the operation of aircraft for fishing. "Commercial operations" also means the brokering or selling of any of these services but does not include any operations of aircraft as common carriers certificated (certified) by the federal government or the services incidental to certificated operations.

**Commercial Tenant**: any entity entering into a contractual relationship with the City of Walker for space or permission to conduct a commercial activity.

**FAA**: Federal Aviation Administration.

**FAR**: Federal Aviation Regulations.

**FBO**: a Full-Service Fixed Base Operator duly licensed and authorized by written agreement with the airport owner to provide aeronautical services at the airport under

strict compliance with such agreement and pursuant to these regulations and standards. The FBO is an airport-based business which stores, services, fuels, and may repair aircraft. They also may rent aircraft and provide flight training.

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

**Fuel Storage Area:** is any portion of the Airport designated temporarily or permanently by the owner as an area in which aviation gasoline may be stored or loaded.

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

**Minimum Standards:** qualifications which are established herein by the airport Owner as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the airport.

**Owner:** the City of Walker.

**Operator:** any person, firm, partnership, corporation, association, or group providing any one or a combination of aeronautical services to or for aviation users at the Airport.

**Transient Aircraft:** an aircraft not using the airport as its permanent base of operations.

## **2.0 PREAMBLE**

The Walker Municipal Airport is owned and operated by the City of Walker, in the County of Cass, in the State of Minnesota.

The Owner is in a position of responsibility for the administration and other obligations pertaining to the operation, use, and maintenance of the Walker Municipal Airport.

This document was created in order to insure adequate aeronautical activities and facilities to the user of the Walker Municipal Airport, and to encourage the development of the Airport and its activity. This document is intended to provide guidance and protection for all parties concerned.

This document lists the minimum standards and requirements for Operators based upon and engaging in one or more aeronautical services at the Walker Municipal Airport.

### **3.0 MINIMUM STANDARDS FOR ALL OPERATORS**

The following standards shall apply to all Operators. The City of Walker reserves the right to make any changes in these standards dictated by changing conditions and circumstances.

#### **3.1 Financial Responsibility**

The operator shall pay the fees and charges negotiated with the City of Walker for the applicable aeronautical activities. Operator shall not be permitted to engage in aeronautical activities unless Operator is current in the payment of fees under all agreements.

#### **3.2 Experience**

1. Operator shall not engage in any activities at the Airport prior to obtaining and complying with all necessary licenses and permits for the conduct of anticipated activities required by the City of Walker, the State of Minnesota, or any other duly authorized governmental agency having jurisdiction.
2. Operator shall have had experience in the aeronautical service they wish to provide at the Walker Municipal Airport for a minimum of three (3) years. It will be satisfactory if the Operator employs a person with such minimum supervisory experience requirements. Should an Operator not possess such experience but can demonstrate to the Owner's satisfaction that they have had equivalent related experience, such will be deemed acceptable. A statement of qualifications shall accompany the Operator's letter of intent to the Airport Owner.

### **4.0 APPLICATION**

1. Any Operator seeking to conduct aeronautical services at the Airport must submit an application to the Owner demonstrating their intent.
2. All applications will be reviewed and acted upon by the City of Walker within 60 days of the receipt of the complete application. Applications may be denied for one or more of the following reasons:
  - A. The applicant does not meet the qualifications, standards, and requirements established by these minimum standards.
  - B. The applicant's proposed operations or construction will create a safety hazard at the Airport.

C. 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, or the operation will result in a financial loss to the City of Walker.

D. There is no appropriate or adequate available space at the Airport to accommodate the entire activity of the applicant.

E. The proposed operation, airport development, or construction does not comply with the approved airport layout plan.

F. The use of the area requested will result in a congestion of aircraft or buildings or will result in unduly interfering with the operations of any present fixed-base operator (FBO) at the Airport, such as problems in connection with aircraft traffic or services or preventing free access and egress to the existing FBO area, or will result in depriving, without the proper economic study, an existing FBO of portions of its leased area in which it is operating.

G. Any party applying, or interested in the business, has supplied false information, or has misrepresented any material fact in the application or in supporting documents, or has failed to make full disclosure in the application.

H. Any party applying, or having an interest in the business, has a record of violating the rules, or the rules and regulations of any other airport, civil air regulations, Federal Aviation Regulations (FAR), or any other rules and regulations applicable to this or any other airport.

I. Any party applying, or having interest in the business, has defaulted in the performance of any lease or other agreement with the City of Walker or any lease or other agreement at any other airport.

J. The applicant has committed any crime, or violated any local ordinance, rule, or regulation which adversely reflects on its ability to conduct the operation applied for.

K. The applicant does not have the finances necessary to conduct the proposed operation for a minimum of three months.

L. The applicant has committed any crime, or violated any local ordinance, rule, or regulation, which adversely reflects on its ability to conduct the operation applied for.

## **5.0 LEASE**

1. No Operator shall conduct aeronautical activity unless a valid agreement and lease has been entered into by the City of Walker. Lease shall be for a term to be mutually agreed upon between the parties.
2. Each lease for contract for business ground space at the airport entered into by the Owner shall include each of the following provisions as are required by State and Federal Governments.
  - A. Fair and non-discriminatory provisions
  - B. Affirmative action assurances
  - C. Civil rights assurances
  - D. Non-exclusive rights provision
  - E. Other mandated provisions
  - F. Economic non-discrimination
  - G. Drug free workplace
  - H. Minimum wage rates
  - I. Air and water quality standards
3. All Operators shall have the right in common with others so authorized, to use common areas of the airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals, and other conveniences for the take-off, flying, and landing of aircraft.

## **6.0 AERONAUTICAL SERVICES**

### **6.1 AIRCRAFT SALES**

#### STATEMENT OF CONCEPT

An airport sales Operator engages in the sale of new or used aircraft through franchises or licensed dealership or distributorship (either on a retail or wholesale basis) of an aircraft; and provides such repair, services, and parts as necessary to meet any guarantee or warranty on aircraft sold.

## MINIMUM STANDARDS

1. The Operator shall lease a hangar from the Owner.
2. The Operator shall provide necessary and satisfactory arrangements for repair and servicing of aircraft, but only for the duration of any sales guarantee or warranty period. The operator shall provide an adequate inventory of spare parts for the type of new aircraft for which sales privileges are granted.
3. The Owner shall set minimum insurance requirements as they pertain to the particular type of operation to be performed. These minimum requirements shall be applicable to all operations of a similar nature. All Operators, however, will be required to maintain the following Aircraft Liability:
  - a. For each aircraft:
    - i. \$100,000.00 per passenger seat liability for passenger bodily injury or death.
    - ii. \$100,000.00 for bodily injury or death to each non-passenger in any one accident.
    - iii. \$100,000.00 for property damage.
    - iv. \$300,000.00 per occurrence for bodily injury or death to non-passengers in any one incident.
4. The Operator shall advise each customer in writing if the service provider does not have hangar-keepers insurance in force.
5. The Operator's insurance contract must carry an endorsement stating that the insurance contract cannot be cancelled until five days' notice in writing of cancellation has been given to the commissioner of MnDOT by the insurer. In any case, when an insurance contract is cancelled, notice of cancellation must immediately thereafter be given to the commissioner of MnDOT by the insurer.
6. The Operator shall obtain an aircraft dealer license if the Operator desires to withhold aircraft from the Minnesota aircraft registration tax or to obtain a commercial use permit issued by the Minnesota Department of Revenue. Aircraft is listed with the commissioner of MnDOT on an aircraft withholding form must not be used to conduct commercial operations, including but not limited to aircraft rental or flight training.

## **6.2 AIRCRAFT LEASE AND RENTAL**

### STATEMENT OF CONCEPT

An aircraft lease or rental Operator engages in the rental or lease of aircraft to the public.

### MINIMUM STANDARDS

1. The Operator shall lease a hangar from the Owner.



2. The minimum insurance coverage for each aircraft shall be the following types and amounts:
  - a. \$100,000.00 per passenger seat liability for passenger bodily injury or death.
  - b. \$100,000.00 for bodily injury or death to each non-passenger in any one accident.
  - c. \$100,000.00 for property damage.
  - d. \$500,000.00 per occurrence for bodily injury or death to non-passengers in any one accident.
3. The Operator's insurance contract must carry an endorsement stating that the insurance contract cannot be cancelled until five days' notice in writing of cancellation has been given to the commissioner of MnDOT by the insurer. In any case, when an insurance contract is cancelled, notice of cancellation must immediately thereafter be given to the commissioner of MnDOT by the insurer.
4. Each Operator shall advise the renter pilot or lessee as to whether or not they are specifically covered under the commercial operator's insurance policy and the type and extent of coverage, if any. The commercial operator shall then obtain a signed contract statement of acknowledgement of this disclosure from the renter pilot or lessee.
5. The Operator shall have and post in their hangar a current Commercial Operations License obtained from the State of Minnesota. The Operator must meet the requirements of Minnesota Rules parts 8800.3100, 8800.3200, and 8800.3600.
6. The Operator shall be or employ a person having a current FAA commercial pilot certificate with appropriate ratings, including instructor training.

### **6.3 FLIGHT TRAINING/FLIGHT SCHOOL**

#### STATEMENT OF CONCEPT

A flight training operator engages in instructing pilots in dual and solo flight training, in fixed or rotary wing aircraft, and provides such related ground school instruction as is necessary preparatory to taking a written examination and flight check ride for the category or categories of pilots' licenses and ratings involved.

#### MINIMUM STANDARDS

1. The Operator shall lease a hangar from the Owner.
2. The aircraft must be certified and currently airworthy.
3. The minimum insurance coverage for each aircraft shall be the following types and amounts:
  - a. \$100,000.00 per passenger seat liability for passenger bodily injury or death.

- b. \$100,000.00 for bodily injury or death to each non-passenger in any one accident.
  - c. \$100,000.00 for property damage.
  - d. \$500,000.00 per occurrence for bodily injury or death to non-passengers in any one accident.
4. The Operator's insurance contract must carry an endorsement stating that the insurance contract cannot be cancelled until five days' notice in writing of cancellation has been given to the commissioner of MnDOT by the insurer. In any case, when an insurance contract is cancelled, notice of cancellation must immediately thereafter be given to the commissioner of MnDOT by the insurer.
5. Each Operator shall advise the student as to whether or not the student is specifically covered under the flight school's insurance policy and the type and extent of coverage, if any. The Operator shall then obtain a signed statement of acknowledgement of this disclosure from the student.
6. The Operator shall post in their hangar a current Commercial Operations License obtained from the State of Minnesota. The Operator must meet the requirements of Minnesota Rules parts 8800.3100, 8800.3200, and 8800.3300.
7. During normal operating hours, the Operator shall have at least one flight instructor on duty who has been properly certified by the FAA to provide the type of training offered.

## **6.4 AIRCRAFT SERVICING, MAINTAINING, AND REPAIRING**

### STATEMENT OF CONCEPT

An aircraft service, maintenance, and repair Operator provides one or a combination of airframe, engine, and accessory overhauls and repair services on aircraft.

### MINIMUM STANDARDS

1. The Operator shall lease a hangar from the Owner.
2. The Operator shall provide sufficient equipment, supplies, and availability of parts equivalent to that required for certification by the FAA as an approved repair station.
3. The following types of insurance are required:
  - a. Premise hazard insurance:
    - i. \$100,000.00 per person.
    - ii. \$500,000.00 per occurrence for bodily injury and property damage.
  - b. Products hazard and completed operations insurance.
4. Each person who provides aircraft servicing, maintaining, and repairing shall advise each customer in writing if the service provider does not have hangar-keepers insurance in force.

5. The Operator's insurance contract must carry an endorsement stating that the insurance contract cannot be cancelled until five days' notice in writing of cancellation has been given to the commissioner of MnDOT by the insurer. In any case, when an insurance contract is cancelled, notice of cancellation must immediately thereafter be given to the commissioner of MnDOT by the insurer.
6. The Operator shall have and post in their office a current Commercial Operations License obtained from the State of Minnesota. The Operator must meet the requirements of Minnesota Rules parts 8800.3100 and 8800.3200.
7. The Operator shall have in his employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in an efficient manner, but never less than one (1) person currently certified by the FAA with ratings appropriate to the work being performed and who holds an airframe, power plant, or an aircraft inspector rating.

## **6.5 RADIO, INSTRUMENT, PAINTING, UPHOLSTERY, AND PROPELLER REPAIR STATION**

### STATEMENT OF CONCEPT

A radio, instrument, painting, upholstery, and propeller repair station Operator provides a shop for one or a combination of; the repair of aircraft radios, propellers, instruments, painting, upholstery, and accessories for general aviation aircraft. The Operator and its employees shall hold the appropriate repair shop certificates issued by the FAA.

### MINIMUM STANDARDS

1. The Operator shall lease a hangar from the Owner.
2. The Operator shall provide sufficient equipment, supplies, and availability of parts equivalent to that required for certification by the FAA as an approved repair station.
3. The following types of insurance are required:
  - a. Premise hazard insurance:
    - i. \$100,000.00 per person.
    - ii. \$500,000.00 per occurrence for bodily injury and property damage.
  - b. Products hazard and completed operations insurance.
4. Each person who provides aircraft servicing, maintaining, and repairing shall advise each customer in writing if the service provider does not have hangar-keepers insurance in force.
5. The Operator shall be or have in his employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in an efficient manner, but never less than one (1)

person currently certified by the FAA with ratings appropriate to the work being performed.

## **6.6 AIRCRAFT CHARTER AND AIR TAXI**

### STATEMENT OF CONCEPT

An aircraft charter and an air taxi Operator engages in the business of providing air transportation (persons or property) to the general public for hire, either on a charter basis or as an air taxi Operator, as defined by the FAR.

### MINIUMUM STANDARDS

1. The Operator shall lease a hangar from the Owner.
2. The Owner shall set the minimum insurance requirements as they pertain to the particular type of operation to be performed. These minimum requirements shall be applicable to all operations of a similar nature. All Operators, however, will be required to maintain as a minimum the following Aircraft Liability Coverage:
  - a. For each aircraft:
    - i. \$100,000.00 per passenger seat liability for passenger bodily injury or death.
    - ii. \$100,000.00 for bodily injury or death to each non-passenger in any one accident.
    - iii. \$100,000.00 for property damage.
    - iv. \$300,000.00 per occurrence for bodily injury or death to non-passengers in any one accident.
3. The Operator's insurance contract must carry an endorsement stating that the insurance contract cannot be cancelled until five days' notice in writing of cancellation has been given the commissioner of MnDOT by the insurer. In any case, when an insurance contract is cancelled, notice of cancellation must immediately thereafter be given to the commissioner of MnDOT by the insurer.
4. Operator's certificated by the FAA shall display a copy of that certificate in their hangar. This section does not apply to operators without a certificate from the FAA. Operators without an FAA certificate are governed by another section of this document.
5. The Operator shall be or have in their employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in an efficient manner, but never less than one (1) person currently FAA certificated commercial pilot and otherwise appropriately rated to permit the flight activity offered by Operator.

## **6.7 SPECIALIZED COMMERCIAL FLYING SERVICES**

### STATEMENT OF CONCEPT

A specialized commercial flying services Operator engages in air transportation for hire for the purposes of providing the use of aircraft for the activities listed below:

- a. Nonstop sightseeing flights that begin and end at the same airport;
- b. Banner towing and aerial advertising;
- c. Aerial photography or survey;
- d. Power line or pipe line patrol;
- e. Commercial skydiving;
- f. Any other operations specifically excluded from Part 135 of the FAR.

### MINIMUM STANDARDS

1. The Operator shall lease a hangar from the Owner. For passenger carrying operations, the operator is responsible for the safety of their passengers while in the AOA.
2. The Owner shall set the minimum insurance requirements as they pertain to the particular type of operation to be performed. These minimum requirements shall be applicable to all operations of a similar nature. All Operators, however, will be required to maintain as a minimum the following Aircraft Liability Coverage:
  - a. For each aircraft:
    - i. \$100,000.00 per passenger seat liability for passenger bodily injury or death.
    - ii. \$100,000.00 for bodily injury or death to each non-passenger in any one accident.
    - iii. \$100,000.00 for property damage.
    - iv. \$300,000.00 per occurrence for bodily injury or death to non-passengers in any one accident.
3. The Operator's insurance contract must carry an endorsement stating that the insurance contract cannot be cancelled until five days' notice in writing of cancellation has been given the commissioner of MnDOT by the insurer. In any

- case, when an insurance contract is cancelled, notice of cancellation must immediately thereafter be given to the commissioner of MnDOT by the insurer.
4. The Operator of a skydiving operation must have approval from the owner for the parachute landing area. The parachute landing area must be situated so that jumpers do not have to cross an airport runway to return to the jump facility. The parachute landing area should be free of all hazards within 300 feet from the center of the area.
  5. The Operator shall have in their employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in an efficient manner.

## **6.8 FLYING CLUBS**

### STATEMENT OF CONCEPT

A Flying Club engages in nonprofit services for the express purpose of providing its members with aircraft for their personal use and enjoyment only. A commercial operator may call themselves a flying club, but that type of operation is governed by other sections of these standards.

### MINIMUM STANDARDS

1. At the time of applying for a lease, license, permit, or agreement to operate at the airport, the Club shall furnish the City of Walker with a copy of its documents of organization; the Club's list of members, including names of officers and managers; a description of all aircraft used; evidence that such aircraft are properly certificated; evidence of ownership of such aircraft; and any operating rules of the Club.
2. The Owner shall set the minimum insurance requirements as they pertain to the particular Flying Club. These minimum requirements shall be applicable to all Flying Clubs of a similar nature. All Flying Clubs, however, will be required to maintain as a minimum the following Aircraft Liability Coverage:
  - a. For each aircraft:
    - i. \$100,000.00 per passenger seat liability for passenger bodily injury or death.
    - ii. \$100,000.00 for bodily injury or death to each non-member in any one accident.
    - iii. \$100,000.00 for property damage.
    - iv. \$300,000.00 per occurrence for bodily injury or death to non-passengers in any one accident.

3. The Club's insurance contract must carry an endorsement stating that the insurance contract cannot be cancelled until five days' notice in writing of cancellation has been given the commissioner of MnDOT by the insurer. In any case, when an insurance contract is cancelled, notice of cancellation must immediately thereafter be given to the commissioner of MnDOT by the insurer.
4. All aircraft used by the Club shall be owned by the Club or leased exclusively by written agreement to the Club, and all ownership or lease rights to such aircraft must be vested on a pro-rata basis in all of the Club's members. The property rights of the Club members shall be equal, and no part of any revenues received by the Club shall inure to the direct benefit of any member (e.g., by salary or bonus). The Club shall not derive greater revenue from the use of its aircraft than the amount necessary for the operation, maintenance and replacement of its aircraft and facilities.
5. The Club's aircraft shall not be used by any person other than the Club's members and shall not be used by any person for hire, charter, air taxi, or rental. Flight instruction may be given to club members in club aircraft.

Any Club that violates the requirements described in the agreement with the City of Walker will be required to terminate all operations as a flying club at the airport.

## **6.9 MULTIPLE SERVICES**

### STATEMENT OF CONCEPT

A multiple services Operator engages in any two (2) or more of the aeronautical services for which minimum standards have been provided in this document.

### MINIMUM STANDARDS

1. The Operator shall lease a hangar from the Owner.
2. The Operator shall comply with the aircraft requirements, including the equipment thereon for each aeronautical service to be performed except that multiple uses can be made of all aircraft except for specialized usage such as aerial application, or other commercial use of chemicals.

3. The Operator shall provide the facilities, equipment and services required to meet the minimum standards as here-in-before provided for each aeronautical service the Operator is performing.
4. The Operator shall obtain, as a minimum, that insurance coverage which is equal to individual insurance requirement of all the aeronautical services being performed by Operator.
5. The Operator shall be or have in their employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards for each aeronautical service the Operator is performing as here-in-before provided. Multiple responsibilities may be assigned to meet the personnel requirements for each aeronautical service being performed by the Operator.

#### **6.10 LIMITED OPERATIONS**

##### STATEMENT OF QUALIFICATIONS

A Limited Operator is one who performs an aeronautical related service on less than a full-time basis and is not associated with a full service FBO or specialized commercial flying service. The service to be provided by the Limited Operator must be one which is not already available at an existing business at the airport.

##### MINIMUM STANDARDS

The minimum standards for a Limited Operator may vary depending on the need for the service being offered, and therefore will be set on a case-b- case basis by the City of Walker.

#### **6.11 ACTIVITIES NOT COVERED BY MINIMUM STANDARDS**

Activities with no specific minimum standards established in this document will be addressed by the City of Walker on a case-by-case basis in the Operator's lease or agreement.

#### **7.0 PROVISIONS SEVERABLE**

If any part or parts of this policy shall be held unconstitutional, such unconstitutionality shall not affect the validity of the remaining parts of this policy.



## **8.0 PENALTIES**

As established by Minnesota Statute 473.608, Subd, 17 (1), any person violating any of the provisions of this policy shall upon conviction be punished by sentence within the parameters of the maximum penalty for misdemeanors set forth in Minnesota Statute 609.03 or as the same may from time to time be amended.

Each day's failure to comply with any of the provisions of this policy shall constitute a separate violation.

