

ADDENDUM NO. 1
June 25, 2025
City of Boise, Department of Aviation
Request for Proposals
General Aviation Aeronautical Development
Ground Lease Opportunity

NOTICE. Potential proposers to the Request for Proposals (RFP) identified above are hereby notified of the following RFP changes and/or clarifications. This Addendum is effective as of the date stated above. Proposers must acknowledge receipt of this Addendum in their proposals on the required form titled Proposer's Statement Form. This is the only communication the City of Boise (City) will issue regarding this Addendum unless otherwise specified herein.

General Requests/Questions

Request 1: *A list of attendees to RFP pre-proposal conferences described in RFP Section 3, Item 5 – PRE-PROPOSAL CONFERENCE.*

Response: See Attachment 1 this Addendum.

Request 2: *A copy of pre-proposal presentation.*

Response: The Pre-Proposal presentation in pdf format is attached as Attachment 2 to this Addendum.

Question 1: *What are the Minimum Standards for performing FBO services?*

Response: The Airport is currently revising its Minimum Standards, which were last updated in 2004. The revised standards will approximately align with industry norms for FBOs (including insurance, fueling, and handling services) and operations of the existing FBOs at BOI.

Request 3: *A copy of the BOI Minimum Standards.*

Response: The Minimum Standards are currently under review, and any revisions will be published upon approval by the City Council. A copy of the current Minimum Standards is attached as Attachment 3. We will include a draft of the proposed revisions with the final addendum.

Question 2: *Will the City consider extending the initial lease term (20 years) and renewal period (10 years) based on capital investment?*

Response: No, the lease structure is proposed at 20 years with a 10-year renewal option at City discretion.

Question 3: *Will the City allow the successful proposer to build a fuel farm and perform subtenant fueling?*

Response: Yes. The Airport will consider proposals that include a fuel farm. The fuel farm must comply with FAA regulations, fire code, and environmental standards, and will be reviewed as part of lease negotiations.

Requests/Corrections Regarding RFP Section 3 – General Information

Question 4. *Is there anticipation that NEPA could be CATEX?*

Response: Previous similar projects were approved via a categorical exclusion under the National Environmental Policy Act (NEPA). However, the FAA, and not the Airport, is responsible for ensuring NEPA compliance, and the Airport cannot predict whether the FAA will conclude that this project, which will be considered on its own merits, will fall under a categorical exclusion.

CORRECTION 1 – The Deadline for Proposer Questions in Section 4- Important Dates shall be extended. The RFP is AMENDED as follows:

Event	Date
Deadline for Proposer Questions	Monday, June 30, 2025, 11.00 a.m. local time

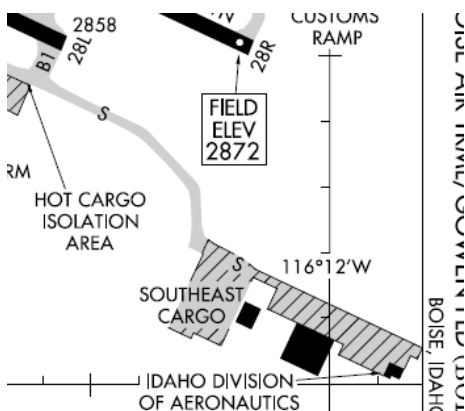
Requests/Questions Regarding RFP Section 4 – Airport Information and Statistics

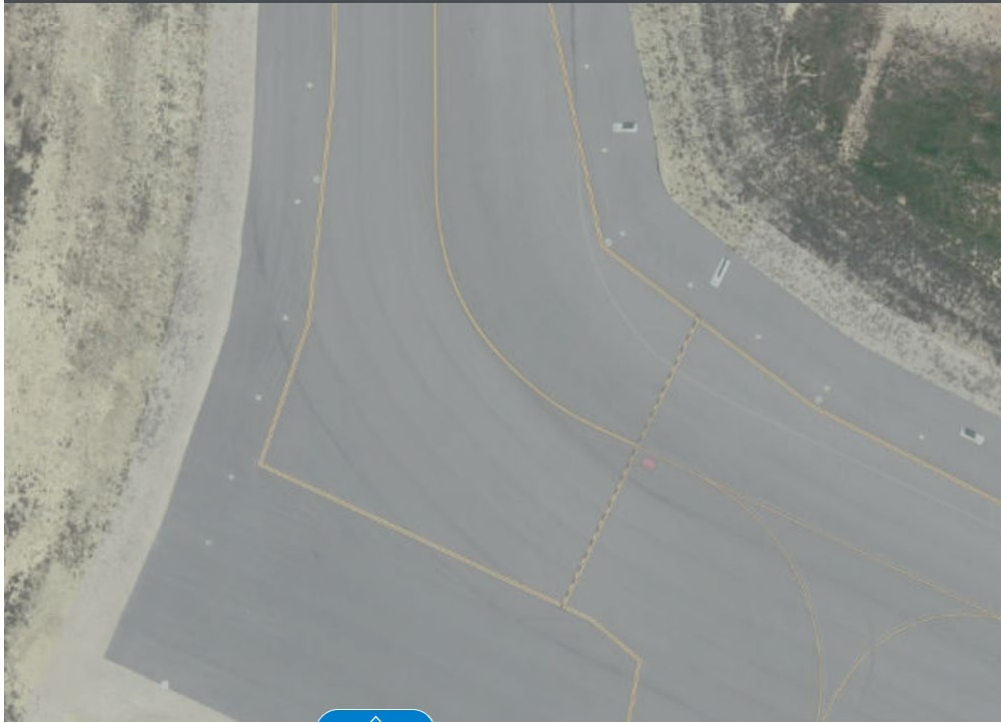
Request 4: *Provide the movement area designation of Taxi-lane S.*

Response: Taxi-lane S is considered non-movement. Aircraft using Taxi-lane S must contact ground control prior to entering movement areas.

Question 5: *Where is the line of distinction between Taxi-lane S and Taxiway S?*

Response: Per the map in Section 4, Item B, the non-movement area is hashed. Taxiway paint markings are on the pavement. Both are depicted below.





Request 5: *Provide the Aircraft Design Group (ADG) rating of Taxi-lane S and Taxiway S?*

Response: Taxi-lane S is rated ADG III and Taxiway S is rated ADG IV. As stated in the RFP Section 5, the maximum wingspan for aircraft for the two development parcels is 94'.

Request 6: *Provide the height limit at the Building Restriction Line (BRL).*

Response: The BRL is located to the north outside of the project area. An FAA form 7460 process will be necessary to determine if height of project is approved. The Airport's engineer is working on an estimated height calculation, and we will provide the information in the next Addendum.

Requests/Questions Regarding RFP Section 5 – Description of Opportunity

Request 7: Utilities:

7.a Provide current location of utilities.

Response: Attachment 4 attached hereto identifies the approximate location of the utilities. However, the information in Attachment 4 is an approximation, is intended for general purposes only, and may not be complete. The Airport does not guarantee its accuracy, completeness, or suitability for any specific purpose. All parties are responsible for conducting their own due diligence and independently verifying any facts or assumptions regarding the utilities before relying on this information.

7.b *Provide names of the service providers.*

Response:

Water – Veolia
*Sewer - City of Boise/Airport
Power - Idaho Power
Gas - Intermountain Gas
Fiber: Various

* Sewer lift stations are currently required. Airport is working with City of Boise to create a pressurized sewer system. Airport will work with successful proposers to see if timing can be coordinated.

7.c *Provide utility company contact information.*

Response: See above response to 8.b for utility company names. Contact information may be found online.

7.d *Do you have information related to connection or impact fees associated with each utility?*

Response: No, please contact each utility for this information.

Question 6: *What are the Stormwater requirements and is open detention allowed?*

Response: See section 5.01.03.07 **Stormwater Systems**. of RFP Attachment A - Sample Ground Lease for stormwater information. Onsite detention is required. Open detention is allowed subject to wildlife mitigation best practices.

Question 7: *Access Road:*

Q7.a *Is the access road public or private?*

Response: The access road is a private airport road, which will be accessible to the public for access to the landside portions of the leased premises.

Q7.b *Is the road considered a road or a drive aisle?*

Response: See above response

Q7.c *Are there setback requirements?*

Response: Setbacks will be set per City Code taking into consideration the Boise Airport lease boundary and proposed uses.

Question 8: *Both sites are currently “inside the fence”. Will the Airport be relocating the security fence, or will the successful proposer be responsible?*

Response: Fencing will be part of the project cost born by the tenant.

Question 9: *If the fence is not relocated prior to due diligence, how will access be granted?*

Response: Tenant shall work with the Airport Security Manager to coordinate a temporary change of condition for the security fence and shall install temporary fencing, so the project area is “outside of the security fence”. No due diligence period is anticipated. As explained in Section 5, Description of Opportunity, “The development parcels shall be delivered in an ‘as is’ condition, inclusive of existing utility easements and subsurface conditions.”

Question 10: *Has the airport put in any infrastructure other than the road?*

Response: The airport has installed streetlights and pavement stormwater retention. No utility infrastructure has been installed.

Request 8: *Provide a plat map of the lots/property.*

Response: This area is part of a larger Ada County parcel and is not platted. A draft Record of Survey is included in the RFP as Exhibit A – Draft Record of Survey.

Correction Regarding Section 7 (9) – Required Form

CORRECTION 2 - *The City discovered it did not properly title the Required Form section. Therefore, the RFP is AMENDED and Section 9 – Required Form on Page 26 retitled **Section 7-Required Form**.*

Requests/Questions Regarding RFP Attachment A – Sample Lease Agreement

Question 11: *Is there a requirement for above or below ground fuel?*

Response: No preference stated. Both are subject to compliance and review in accordance with the Lease.

Question 12: *What is the anticipated Due Diligence period?*

Response: No due diligence period is anticipated. As explained in Section 5, Description of Opportunity, “The development parcels shall be delivered in an ‘as is’ condition, inclusive of existing utility easements and subsurface conditions.”

Request 9: Provide the airport security system requirements (cameras, access control, hard wired, tie-in points).

Response: Any development that interfaces with the AOA will require some sort of access control. Tenants will be required to submit a security plan for approval by the Airport Security Manager prior to occupancy. Airport controlled gates are not part of this project.

Request 10: Provide information on LEED or EV parking requirements?

Response: There are not any LEED or EV parking requirements; however, see Section 6 Tab 2, item 3 for more information on consideration of such improvements.

Question 13: Are there MWBE (Minority/Women Business Enterprise) requirements?

Response: No mandatory MWBE requirements are in place.

END OF ADDENDUM NO. 1

Boise Airport

[illegible]

Virtual



BOI Aeronautical Development Conference Attendance

[illegible]

Virtual Attendee List

Meeting title GA Hangar Dev Lease Opportunity- pre-proposal meeting & site tour - 1:30

Virtual Attendee List

Start time 6/16/25, 12:49:26 PM
End time 6/16/25, 1:59:00 PM
Meeting duration 1h 9m 33s
Average attendance time 29m 32s

Participants

Name	Company
Amy Snyder	BOI
David McKinnon	Terteling Company
Peter Woodke	Western Aircraft
12064916336 (Unverified)	
Jenna Whalen (Unverified)	Ponderosa Aero Club
Eric Stolpman	Sky Harbour
Matt (Unverified)	
Russ Vawter (Unverified)	Lee & Associates, Idaho



GA Aeronautical Development Ground Lease Opportunity *Pre-Proposal Conference*

Amy Snyder
Business Development Manager

JUNE 16, 2025

Agenda

- Welcome
- BOI Staff Introductions
- RFP Criteria
- Sample Ground Lease Agreement
- Q & A
- Tour

RFP Criteria

RFP Communications (RFP Section 3)

- No verbal changes or modifications will be made to this RFP. Please direct all questions, in writing to Brady DeYoung bdeyoung@cityofboise.org.
- Addenda will be posted online at [Aeronautical Development Ground Lease RFP | City of Boise](#).
- Contact by or on behalf of a Proposer with any City official or employee (including any member of the Airport Commission or City Council) regarding this solicitation, OTHER than as a normal course of business or as expressly contemplated by the solicitation documents (such as may occur for the pre-proposal conference, Proposer interviews, or an award protest) will result in the rejection or disqualification of their Proposal.

Important Dates (RFP Section 3)

MILESTONE	DATE
Deadline for Proposer Questions	Thursday, June 26, 2025 4PM local time
City Response to all Questions (via Addendum)	Week of June 30th
Proposals Due	Tuesday, July 22, 2025, 4:30 p.m. local time
Short List and Interview Notice	Friday, August 1, 2025
Interviews (if needed)	Week of August 11th
Contract Award Notice	Tuesday, August 19 th , 2025
Council Approval and Executed Agreement(s)	Tuesday, September 23, 2025

Note: Dates are subject to change via Addendum

Business Terms (RFP Section 3)

- **Term of Agreement** – 20 years with a 10-year renewal term (not a right of renewal).
- **Rent** – greater of the Minimum Initial Rent of \$0.56 psf/yr OR the initial land rent proposed by the Successful Proposer

Other General Information Items (RFP Section 3)

- **FAA Requirements** (Airport Layout Plan (ALP) NEPA and FAA Obstruction Evaluation/Airport Airspace Analysis). Review Section 3, Item 17
- **Proposals are Public Record.** Review information in Section 3, Item 11

Evaluation Criteria (RFP Section 3)

EVALUATION CRITERIA	MAX POINTS
Proposed Development	250
Proposed Capital Investment	175
Financial Capacity	175
Revenue to Airport	150
Experience and Qualifications of Proposer and Development Team	150
Development Project Timeline	100
TOTAL POINTS	1000

Note: if interviews are desired by City, additional info will be provided to the short-listed Proposers

Description of Opportunity (RFP Section 5)



Seeking proposals to lease the land upon which to design, construct, finance, own, operate and maintain general aviation (GA) facilities at the Boise Airport.

Description of Opportunity (RFP Section 5)



Two Development Parcels

Development Parcel A

- Approximately 78,411.43 sf (1.800 acres)
- Address: 1332 W. Gowen Road

Development Parcel B

- Approximately 185,197.45 sf (4.252 acres)
- Address: 1250 W. Gowen Road

Description of Opportunity (RFP Section 5)

Proposers may submit:

- A proposal for Parcel A individually,
- A proposal for Parcel B individually,
- A proposal for the joint development of both parcels (integrated development),
- Or any combination of the above within the same submission.

If submitting a proposal for an integrated development, Proposers must clearly indicate whether the integrated development is contingent upon the award of both parcels, or if each individual parcel proposal is intended to stand alone for independent evaluation and potential award

Description of Opportunity (RFP Section 5)

Multiple Proposals per development parcel are prohibited.

The following shall be deemed multiple proposals:

- The City receives more than one Proposal from a Proposer; or
- The City receives one Proposal from a Proposer, and one or more Proposals from any entity or person “affiliated” with the Proposer in the manner described on page 19 of RFP.

Proposal Format & Required Form

(RFP Section 6 and 7)

Proposal Organization:

Tab 1 – General Information (Cover Letter and Proposal Guarantee, Proposer Statement Form).

Tab 2 – Proposed Development Plan

Tab 3 – Proposed Capital Investment

Tab 4 – Financial Capacity of Proposer/Team

Tab 5 – Revenue to Airport

Tab 6 – Experience & Qualifications of Proposer/Team

Tab 7 – Development Project Timeline

- **One (1) original** hard copy of the entire Proposal bound with tabbed dividers labeled by tab number
 - **\$5,000** Proposal Guarantee **Per Development Parcel** (Certified Cashiers Check or Bank Draft payable to City of Boise)
 - **Two (2)** non-returnable flash drives each containing a single Adobe PDF-format document (with each tab bookmarked).
- Note: Electronic copies shall not be password protected.*

Proposal shall be submitted in one (1) sealed envelope or box and clearly labeled “**Boise Airport Aeronautical Land Lease Opportunity**” to Boise Airport Administrative Offices, Attn: Brady DeYoung, 3201 Airport Way, Ste 1000, Boise ID 83705

Sample Agreement (Attachment A)

Sample Ground Lease Agreement

- Agreement is expected to be executed in substantially the same form as written (or as changed via addendum).
- Carefully review all sections of the Agreement and let us know if you have any questions or concerns.
- Rent Commencement Date: The earlier of (i) the date of issuance of the Certificates of Occupancy or (ii) one (1) year from the Effective Date.
- Construction Requirements: See Section 7.
- Exhibit B - Rent Adjustments

RFP Process

RFP Process

- An Addendum will be issued after this meeting and will include a copy of this presentation, an attendee list, and responses to any questions or clarification items resulting from this meeting.
- All Addenda will be posted on our website at:

<https://www.iflyboise.com/commercial-opportunities/aeronautical-development-ground-lease-rfp/>

Before submitting your proposal, please check to make sure you have downloaded all Addenda

- Carefully review the RFP documents, including the Sample Ground Lease Agreement.
 - Send any questions or request for clarification in writing to Brady DeYoung bdeyoung@cityofboise.org so they may be addressed prior to submitting a proposal. City will address via Addendum.
 - Verbal responses are not binding but feel free to call Brady DeYoung at (208) 941-8647 if you need assistance.

Questions?

In addition, please submit any question via writing after the tour

Tour – Bus is located on the lower level, curbside

City of Boise, Boise Air Terminal (Gowen Field)
Airport Commission's Minimum Standards & Requirements

MINIMUM STANDARD REQUIREMENTS FOR AIRPORT AERONAUTICAL SERVICES

BOISE AIR TERMINAL (GOWEN FIELD)

SECTION 1: GENERAL

1. Introduction

The City of Boise (hereinafter referred to as the "City"), is responsible for the administration of the Boise Air Terminal, Boise, Idaho (hereinafter referred to as "Airport"), and, in order to foster, encourage, and ensure the economic growth and orderly development of aviation and related aeronautical activities at the Airport by ensuring adequate aeronautical services and facilities to the users of the Airport, has established certain standards and requirements for Commercial/General Aviation Operators (hereinafter referred to as the "Operator") at the Airport as herein provided:

The following sections set forth the Minimum Standards and Requirements for a person or persons, partnership, company, trust or corporation (hereinafter referred to as "Person"), based upon and engaging in one or more Commercial Aeronautical Services and Operations at the Airport. These Minimum Standards and Requirements are not intended to be all inclusive as the Operator of a commercial venture who is based upon the Airport will be subject additionally to applicable federal, state and local laws, codes, ordinances and other similar regulatory measures, including Airport Rules and Regulations pertaining to all such activity.

A written agreement, properly executed by the City and the Operator, is a prerequisite to tenancy on the Airport and both the written agreement and tenancy are prerequisites to the commencement thereon of any of the Commercial Aeronautical Services and Activities Operations herein contained and specified. The contract provisions, however will be compatible with the Minimum Standards herein contained and will not diminish the minimum standards and requirements themselves. These Minimum Standards and Requirements may be included as part of all leases between the City and any Person desiring to be based on the Airport and engaged in any commercial aeronautical services and activities or tenancy for other purposes. Information relative to rentals, fees and charges applicable to the aeronautical services or tenancy included herein will be made available to the prospective operator by the official representative of the City (hereinafter referred to as "Airport Director") at the time of application or during the contract negotiations.

A current copy of these "Minimum Standards and Requirements" will be provided to any operator who requests them.

These Minimum Standards may be revised as conditions may require and will be reviewed yearly by the Airport Commission for recommended changes. These Minimum Standards may be supplemented and amended by the Airport Commission, from time to time, and in such manner and to such extent as is deemed proper. Provided that prior to any amendment or supplement to these Minimum Standards, all Operators at the Airport will be given written notice of the proposed amendments and/or supplements and a hearing will be held, not less than ten (10) nor more than thirty (30) days after the date of said written notice, at which time any Operator may appear, in person or by counsel, and state his objection, if any, to such proposed amendments and/or supplements. Provided further that no such amendments or supplements shall affect any contractual relationship presently existing between the City and Operators. Provided finally that any lease, contract or agreement entered into with the applicant after the amended or supplemented Minimum Standards are adopted by the City shall be terminated or canceled in the event of failure to comply with any modification or amendments to these Minimum Standards, after notice thereof shall have been given.

2. STATEMENT OF POLICY

A fair and reasonable opportunity, without discrimination, shall be accorded to all applicants to qualify and compete in a public bid process for available airport facilities and the furnishing of selected aeronautical services subject, however, to the Minimum Standards and Requirements as established by the city and set forth herein for tenancy and/or Commercial Aeronautical Services and Activities at the Airport.

Contingent upon its qualifications, its meeting the established Minimum Standards, the execution of a written agreement with the City, and the payment of the prescribed rentals, fees and charges, the Operator shall have the right and privilege of engaging in and conducting the activity or activities selected by it on the Airport as specified by the written contract. The granting of such right and privilege, however, shall not be construed in any manner as affording the Operator an exclusive right of use of the premises and facilities and the Airport, other than those premises which may be leased exclusively to it, and then only to the extent provided in a written agreement. The City reserves and retains the right for the use of the Airport by others who may desire to use the same, pursuant to applicable Federal, state and local laws, ordinances, codes, minimum standards and other regulatory measures pertaining to such use. The City further reserves the right to designate the specific Airport areas in which the individual, or a combination of, aeronautical services or other activities may be conducted. Such designation shall give consideration to the nature and extent of the operation and the lands and improvements available for such purpose, consistent with the orderly and safe operation of the Airport.

3. APPLICATION

The prospective Operator shall submit an official application to the Airport Director including the following information and, thereafter, such additional information as may be requested by the City.

A. Contents of Application

As a prerequisite to the granting of an operation privilege on the Airport, the Prospective Operator must submit a Business Plan including a detailed description of the scope of the intended operation, and the means and methods to be employed to achieve the contemplated Operation Standards and Requirements as applicable, in order to provide high quality service to the aviation and/or general public, and including, but not limited to, the following:

- (1) An Airport Commercial Activity Permit application.
- (2) The type and structure of proposed organization including copies of articles of incorporation, By-laws, partnership agreements etc.
- (3) The business principals (owners, partners, investors, board of directors) and ownership percentage.
- (4) The calendar of proposed milestone dates for construction and/or startup.
- (5) The services/operations to be engaged in.
- (6) The amount, size and location of land to be leased.
- (7) The size and position of building space to be constructed or leased.
- (8) The position descriptions/qualifications for all proposed employees, include names where known.
- (9) The number and types of aircraft to be provided (if applicable).
- (10) The proposed hours of operation.
- (11) The amounts and types of insurance coverage to be maintained.

B. Financial and Managerial Responsibility and Capability

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

C. Experience

If a commercial operation is proposed, the prospective Operator shall furnish the City with a statement of his past experience in such services selected by him and to be supplied by him on the Airport, together with a statement demonstrating managerial ability to perform the selected services.

4. ACTION ON APPLICATION

All applications will be reviewed and acted upon by the City within 90 days from receipt of the application. Applications may be denied for one or more of the following reasons:

A. The applicant does not meet qualifications, standards and requirements established by these Minimum Standards.

B. The applicant's proposed operations or construction will create a safety hazard on the Airport.

C. The granting to the application will require the expenditure of local funds, labor or materials on the facilities described in or related to the application, or the operation will result in a financial loss to the City.

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

E. The proposed commercial operation, airport development, construction, or private facility does not comply with the approved Airport Layout Plan.

F. An application for a change in operation of an existing private, non-public facility to a commercial operation does not comply with the approved Airport Layout Plan.

G. The development or 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 on the Airport.

H. The development or use of the area creates problems in connection with aircraft traffic or service, or preventing free access and egress to the existing Commercial Operator areas.

I. The development or use of the area deprives an existing Commercial Operator of portions of its leased area.

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

K. 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 Regulation, or any other Rules and Regulations applicable to this or any other Airport.

L. Any party applying, or having an interest in the business, has defaulted in the performance of any lease or other agreement with Boise Air Terminal or any lease or other agreement at any other airport.

M. Any party applying, or having an interest in the business, is not sufficiently credit worthy and responsible in the judgment of the Airport Commission to provide and maintain the business to which the application relates not to promptly pay amounts due under the lease.

N. The applicant does not have the finances necessary to conduct the proposed operation for a minimum period of six months.

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

5. MINIMUM STANDARDS AND LIMITATIONS

A. Requirement of a Written Lease Agreement

Prior to the commencement of operations, the prospective Operator will be required to enter into a written lease agreement with the City, or sublease approved by the City, which lease or sublease agreement will recite the terms and conditions under which he will operate his business on the Airport, including but not limited to, the term of agreement; the rentals, fees and charges, the rights, privileges and obligations of the respective parties and other relevant covenants. It should be understood, therefore, that neither the conditions therein contained nor those set forth on these Minimum Standards and Requirements represent a complete recitation of the provisions to be included in the written agreement. Such contract provisions, however, will neither diminish the Minimum Standards, nor be inconsistent therewith.

B. Airport Development Standards

Prior to the approval of any operation, the prospective Operator will be required to comply with the Airport Development Standards. The purpose of these standards is to provide a documented basis for directing and evaluating the planning, engineering, and architectural design of ramps, buildings, hangars or other facilities to be constructed by the prospective Operator.

C. Personnel

All personnel hereinafter required to hold Federal Aviation Administration certificates and ratings shall maintain such certificates and ratings as they are required.

D. Insurance

The Operator shall procure and maintain, during the term of his agreement, insurance of the types and in at least the minimum limits set forth in the written agreement between the City and the Operator for the respective categories of aeronautical services and/or tenancy. The insurance company, or companies, writing the required policy, or policies, shall be licensed to do business in the State of Idaho.

Where more than one aeronautical service or other operation is proposed, the minimum limits will vary (depending upon the nature of individual services in such combination) but will not necessarily be cumulative in all instances. Because of these variables, the applicable minimum insurance coverage on combinations of services will be discussed with the prospective Operator at the time of application or otherwise during lease negotiations.

All insurance, which the Operator is required by the City to carry and keep in force, shall include the City of Boise, the Airport Commission, the Airport Director and their assigns as additional named insureds. The Operator shall furnish evidence of his compliance with this requirement to the Airport Director with proper certification that such insurance is in force, and will furnish additional certification as evidence of changes in insurance not less than ten (10) days prior to any such change, if the change results in a reduction. In the event of cancellation of coverage, thirty (30) days prior notice of cancellation shall be conveyed to the Airport Director by the Underwriter. Current Certificate of insurance shall be provided throughout the lease term.

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

E. General Requirements and Conditions

1. Physical Facilities shall meet the requirements of the Airport Development Standards.

2. A summary of all current lease rates, fees and term is available from the Airport Director.

F. General Lease Clauses

The following lease clauses shall be contained as a minimum in all leases between the City and the Operator engaged in any aeronautical service or tenancy on the Airport.

1. Non Discrimination

Several clauses are required by law because of the Airport's participation in AIP funding and various Grants from the Federal government; see FAA Advisory Circular 150/5100-15 for current wording.

2. Aircraft Service by Owner or Operator of Aircraft

No right or privilege granted herein shall serve to prevent persons operating aircraft on the Airport from performing any services on their own aircraft with their own regular employees (including, but not limited to, maintenance and repair); provided that the Airport Rules and Regulations and Hangar Lease Agreements are abided by.

3. Non Exclusive Rights

Nothing herein contained shall be construed to grant otherwise or authorize the granting of an exclusive right, except as to the areas to be occupied by the Operator, which areas shall be for the Operator's exclusive use.

4. Rights of Boise City

The City reserves the right (but shall not be obligated to the Operator) to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport together with the right to direct and control all activities of the Operator in this regard.

5. Airport Obstructions

The City reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent the Operator from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the City, could constitute a hazard to aircraft.

6. Subordination

Any lease shall be subordinate to the provisions of any existing or future agreement between Boise City and the United States, relative to the operation or maintenance of the Airport, the execution of which has been, or may be, required as a condition precedent to

the expenditure of Federal funds for the development of the airport. This subordination includes but is not limited to the right of the City, during times of war or national emergency, to lease the Airport, or any part thereof, to the United States for military or naval use, and if such lease is made, the provisions of any contracts or leases with such Operators shall be suspended.

7. Compliance with Laws, etc.

The Operator shall at all times comply with the Airport Rules and Regulations, Federal, state and Municipal laws, ordinances, codes and other regulatory measures now in existence, or as may be hereafter modified or amended, applicable to the specific type of operation contemplated by him. The Operator shall procure and maintain during the term of the agreement all licenses, permits and other similar authorizations required for the conduct of his business operations.

8. Indemnity

The Operator shall hold City of Boise, the Airport Commission, the Airport Director, and their assigns harmless from and against all suits, claims, demands, actions and/or causes of action of any kind or nature in any way arising out of, or resulting from his tenancy and activities.

9. Right of Entry

Any authorized employee of City of Boise, the Airport Commission, or the Airport Director may enter upon the premises leased to the Operator at any reasonable time, and for any purpose necessary incidental to, or connected with, the performance of the Operator's obligations under the agreement or in the exercise of their function as the City of Boise, the Airport Commission and Airport Director.

10. Termination

Upon the expiration or other termination of any agreement, the Operator's rights to the premises, facilities, other rights, licensed service and privileges granted in the agreement shall cease, and the Operator shall, upon such expiration or termination, immediately and peacefully surrender such.

11. Assignment

All covenants, stipulations and provisions in the agreement to be entered into shall extend to and bind the legal representatives, successors and assigns.

G. Subleases

In the event an Operator desires to sublease to another company to provide one or more Commercial Aeronautical Services and Activities, subleases are subject to Airport

City of Boise, Boise Air Terminal (Gowen Field)
Airport Commission's Minimum Standards & Requirements

Commission approval.

H. Physical Facilities

Waivers to the physical facility minimum standards for non-existent aeronautical services may be granted by the Airport Commission if it will benefit airport patrons. The waiver will be for a specified startup period and the business plan must detail the milestones at which facilities will be upgraded to meet minimum standards.

SECTION 2: COMMERCIAL OPERATORS

1. FIXED BASE OPERATOR

A Fixed Base Operator (FBO) is an entity which maintains facilities at the Airport for the purpose of conducting aircraft line services including: Fueling, lubricating, Ramp parking, Aircraft tie down, Aircraft Towing, and Hangar storage. FBOs may also conduct the following aeronautical activities either directly, or through subleases: Ground Handling of Air Carrier or Charter Aircraft, Component Repair/Overhaul, Avionics, Instrument and/or Propeller Repair; Aircraft Airframe and Power Plant Maintenance or Manufacturing; Flight Instruction; Aircraft Charter and Air Taxi Service; Aircraft Sales; and/or Aircraft Rental.

A. Land: The minimum land to be leased for a FBO Operation shall be fifty thousand (50,000) square feet.

B. Hangars: Each FBO shall operate at least one hangar space with a minimum of ten thousand (10,000) square feet of floor space including offices, public facilities, hangar and storage space. If an existing hangar of this size is not available, the FBO shall arrange for the financing and construction of a facility.

C. Facilities: FBO shall allocated at least one thousand (1,000) square feet of floor area of the total building(s) area for use as crew and passenger lounge facilities, public rest rooms, sales and rental administration, aircraft charter, Flight instruction, and Training activities and general administration of the FBO operations.

D. Tiedowns: FBO shall own or lease paved tie down facilities for a minimum of fifteen (15) aircraft.

E. Towing: The FBO shall provide adequate towing equipment to meet the requirements of the services to be provided.

F. Fueling: The FBO shall provide at least two grades of aviation fuel, including 100 octane and Jet A.

(1) FBO shall own and have housed on their leased property, two fixed above or below ground fuel storage tanks, one 100 LL and one Jet A with a minimum capacity of ten thousand (10,000) gallons each.

(2) FBO shall own two metered, filter equipped dispensers, fixed or mobile, for dispensing 100 LL and Jet A from said storage tanks. If the FBO elects to utilize mobile dispensing trucks, such trucks shall have a minimum capacity of five hundred (500) gallons for 100 octane, and one thousand (1,000) gallons for Jet A.

(3) Quality control of the fuel is the responsibility of the FBO. Fueling service by the FBO shall be in full compliance with Airport Rules and Regulations, and FAA regulations, including proper fire protection and electrical grounding of aircraft during fueling

operations.

G. Insurance: Operator shall provide certificates of insurance and in the amounts specified in the "Schedule of Minimum Insurance Requirements" and Airport Rules and Regulations for fuel storage.

H. Hours of Operations: Fueling and lubricating sales, and into plane delivery of aviation fuels, lubricants and other related petroleum products, shall be available by the FBO seven (7) days a week during published business hours.

I. License: Operator shall have available, for inspection by the City, all licenses or certificates required to operate selected services.

2. AVIONICS, INSTRUMENT AND/OR PROPELLER REPAIR

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

A. Building: The Operator shall lease from the City an area of land on which to be erected a building (or sublease from an FBO with the approval of the City) which shall provide a minimum of two thousand (2000) square feet of shop and hangar space including public facilities for restrooms and telephones.

B. Aircraft Tiedowns: The Operator shall have available tiedowns sufficient to park two (2) aircraft.

C. Service Hours: Operator shall have available, or on call, service in this category, five (5) days per week during published business hours.

D. Parts: Operator shall obtain and keep in force and effect, a ready source of supply of exchange or replacement (new and/or used) parts to the extent necessary to meet the reasonable needs of the Lessee's customers.

E. License: Operator shall have available, for inspection by the City, all licenses or certificates required to operate selected services.

F. Insurance: Operator shall provide certificates of insurance and in the amounts specified in the "Schedule of Minimum Insurance Requirements".

3. AIRFRAME & POWER PLANT MAINTENANCE OR MANUFACTURING

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

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A. Building: The Operator shall lease from the City an area of land on which to be erected a building (or sublease from an FBO with the approval of the City) which shall have a minimum of six thousand (6,000) square feet of shop and hangar space including public facilities for restrooms and telephones. Building shall meet the requirements of local and state fire codes for the type of maintenance proposed.

B. Tiedowns: Operator shall have available a paved area with adequate tie down facilities with paved access to taxiways to park two (2) aircraft.

C. Service Hours: Operator shall have available, or on call, service in the category five (5) days per week during published business hours.

D. Parts: Operator shall obtain and keep in force and effect, a ready source of supply of exchange or replacement (new and/or used) parts to the extent necessary to meet the reasonable needs of the Lessee's customers.

E. License: Operator shall have available, for inspection by the City, all licenses or certificates required to operate selected services.

F. Insurance: Operator shall provide certificates of insurance and in the amounts specified in the "Schedule of Minimum Insurance Requirements".

G. Operator desiring to offer aircraft painting services shall be required to meet all current and future local, state and Federal environmental, OSHA, and fire codes which pertain to this type of facility and operation

4. FLIGHT INSTRUCTION

This category of Operator is a person or persons, firm or corporation engaged in instructing pilots in dual and solo flight training, in fixed and/or rotary wing aircraft, in land or sea aircraft, and provides such related ground school instruction as is necessary preparatory to taking a written examination and flight check ride for the category or categories or pilots' licenses and ratings involved. No Flight Training Operation or Operator may be allowed to operate without meeting the following minimum standards.

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

B. Tiedown: Operator shall have available a paved area with adequate tie down facilities with paved access to taxiways to park two (2) aircraft.

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C. Aircraft: Operator shall have available for use in training either owned or under written lease to Operator, a sufficient number of aircraft properly certificated and airworthy to handle the proposed scope of training operation.

D. Service Hours: Operator shall have available, or on call, service in the category five (5) days per week during published business hours.

E. Operator shall have on duty, or on call, at least one (1) flight instructor currently certificated by the Federal Aviation Administration to provide the type of flight training offered.

F. License: Operator shall have available, for inspection by the City, all licenses or certificates required to operate selected services.

G. Insurance: Operator shall provide certificates of insurance and in the amounts specified in the "Schedule of Minimum Insurance Requirements".

5. AIRCRAFT CHARTER AND AIR TAXI SERVICE

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

A. Building: Operator shall have available from the City an area of land on which will be erected a building (or make arrangements with an FBO or Service Operator with the approval of the City) which shall have a minimum of one hundred fifty (150) square feet of office space and with accommodations available for a customer lounge to include restrooms and public telephone.

B. Tiedown: Operator shall have available a paved area with adequate tie down facilities with paved access to taxiways to park two (2) aircraft.

C. Aircraft: Operator shall have available for charter and air taxi not less than one (1) aircraft which must meet the requirements of the Air Taxi Commercial Certificate established by the Federal Aviation Administration.

D. Personnel: Operator shall have on call, trained personnel with current FAA certificated pilots to permit the flight activity offered by the Operator.

E. Service Hours: Operator shall have available, or on call, service in the category five (5) days per week during published business hours.

F. License: Operator shall have available, for inspection by the City, all licenses or certificates required to operate selected services.

G. Insurance: Operator shall provide certificates of insurance and in the amounts specified in the "Schedule of Minimum Insurance Requirements."

6. AIRCRAFT SALES (NEW AND/OR USED)

An Aircraft Sales Operator is a person engaged in the sale of new and or used aircraft through a franchise, licensed dealership or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer or otherwise.

A. Building: Operator shall lease from the City an area of land on which to be erected a building (or sublease from an FBO or Service Operator with the approval of the City) which shall have a minimum of one hundred fifty (150) square feet of office space and with accommodations available for customers and visitors to include restrooms and public telephones.

B. Insurance: Operator shall provide certificates of insurance and in the amounts specified in the "Schedule of Minimum Insurance Requirements".

C. License: Operator shall have available, for inspection by the City, all licenses or certificates required to operate selected services.

7. AIRCRAFT RENTAL

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

A. Building: Operator shall lease from the City an area of land on which will be erected a building (or sublease from an FBO or Service Operator with the approval of the City) which shall have a minimum of one hundred fifty (150) square feet of office space and with accommodations available for customers and visitors to include restrooms and public telephones.

B. Tiedowns: Operator shall have available a paved area with adequate tie down facilities with paved access to taxiways to park two (2) aircraft.

C. Aircraft: Operator shall have available for rental, either owned or under lease to the operator, a sufficient number of aircraft properly certificated to handle the proposed scope of operation.

D. Hours: Operator shall have its services available five (5) days per week during published business hours.

E. License: Operator shall have available, for inspection by the City, all licenses or certificates required to operate selected services.

F. Insurance: Operator shall provide certificates of insurance and in the amounts specified in the "Schedule of Minimum Insurance Requirements".

8. SPECIALIZED COMMERCIAL AERONAUTICAL ACTIVITIES

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

- (1) Nonstop sightseeing flights that begin and end at the same airport with a 25 mile radius of the airport.
- (2) Aerial photography or survey.
- (3) Fire fighting.
- (4) Power line or pipeline patrol.
- (5) Any other operations specifically excluded from Part 135 of the FARs.

B. Building: Operator shall lease from the City an area of land on which will be erected a building (or sublease from an FBO with the approval of the City) of a size adequate for the specified aeronautical service and with accommodations available for customers and visitors to include restrooms and public telephones.

C. Tiedowns: Operator shall provide or lease a paved area with adequate tie down facilities with paved access to taxiways in a size adequate for the specified aeronautical service.

D. License: Operator shall have available, for inspection by the City, all licenses required to operate selected services.

E. Insurance: Operator shall provide certificates of insurance and in the amounts specified in the "Schedule of Minimum Insurance Requirements".

APPENDIX - A
SCHEDULE OF MINIMUM INSURANCE REQUIREMENTS

A. Authorized Insurance Companies and Certificates of Insurance. Any insurance policy shall be written by insurance companies authorized to do business in the State of Idaho and shall be written by companies approved by the City, such approval not to be unreasonably withheld. Certificates of insurance shall be delivered to City at least ten (10) days prior to the effective date of the insurance policy for which the certificate is issued. Each such certificate shall contain (1) a statement of the coverage provided by the policy; (2) a statement certifying the City to be listed as an additional insured in the policy; (3) a statement of the period during which the policy is in effect; (4) a statement that the annual premium or the advance deposit premium for such policy has been paid in advance; and (5) an agreement by the insurance company issuing such policy that the policy shall not be canceled or reduced in amount for any reason whatsoever without at least fifteen (15) days' prior written notice to Lessor.

B. An aeronautical business that is self insured for liability they shall provide the following documentation to the City. Financial statements certified by an independent licensed account that they have the financial capacity to meet any and all obligations to indemnify the City of Boise, its agents and employees to the full extent required by the Idaho Tort Claims. The business shall supply annual financial statements to the City to show maintenance of their financial condition. If the financial condition of the business should change at anytime during the term of this Agreement to the extent that the business's ability to meet all financial obligations of this section is not possible then the business will have 10 days to secure liability insurance to meet the conditions of this Agreement. Notice from the City or business shall be sufficient to enact this condition. At any time, the City, for any reason, may provide notice to the business that the proof of financial condition is insufficient and the business shall provide liability insurance and notice to the City pursuant to this section.

C. Minimum Insurance Requirements

Fixed Base Operators		\$1,000,000
Avionics, Instrument & Propeller Repair		\$500,000
Airframe & Powerplant Maintenance or Manufacturing		\$500,000
Flight Instruction		\$500,000
Aircraft Charter & Air Taxi Service		\$500,000
Aircraft Sales		\$500,000
Aircraft Rental		\$500,000
Specialized Commercial Aeronautical Activities		\$500,000

Utilities - For Reference Only: Must confirm with Utility Company



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