



## **RULES AND REGULATIONS**

**Cedar Rapids Airport Commission  
Cedar Rapids, Iowa**







THE EASTERN IOWA AIRPORT  
CEDAR RAPIDS AIRPORT COMMISSION RULES & REGULATIONS  
GOALS AND OBJECTIVES

**PURPOSE:**

"... to establish, maintain, operate and expand necessary, desirable or appropriate airport and air navigation facilities ... to promote and develop aviation, including air transportation, airports and air navigation facilities..."

**GOALS**

**SAFETY:**

1. To assume responsibility for the maintenance and safe condition of all airport facilities within the responsibility and control of the Cedar Rapids Airport Commission.
2. To monitor procedures and practices of others, such as aircraft operators and governmental agencies, even though the Cedar Rapids Airport Commission may not be directly responsible. In order that the Commission can discharge its responsibility as a trustee for the public in this community, it will point out hazardous conditions and insist upon their timely correction.
3. To require the staff of the Cedar Rapids Airport Commission to make a monthly report of safety related incidents, corrective action taken and assurance that the safety program is functioning properly.

**SERVICE:**

1. To promote efficient and convenient service to the users of aviation facilities.
2. To improve the quality of scheduled air service.
3. To provide attractive, efficient, and reasonably priced public facilities, including parking and terminal amenities such as restaurants, waiting areas and restrooms.
4. To maintain first-class corporate and general aviation facilities.
5. To anticipate future aviation demand of the region in order to provide sufficient capacity to safely meet needs.

**FINANCIAL STABILITY:**

1. To maintain financial stability in the pursuit of the goals and objectives of the Cedar Rapids Airport Commission.
2. To adhere strictly to a balanced budget which is prepared for and approved by the Cedar Rapids Airport Commission each fiscal year.
3. To assure that all costs are equitably borne by the users of the Cedar Rapids Airport Commission assets.
4. To retain ownership of all facilities which are or might reasonably be expected to be needed in the discharge of the Commission's community responsibility.
5. To maintain high standards of cost efficiency compared with historical data of the Cedar Rapids Airport Commission as well as the operations of similar Airport facilities throughout the country.

6. To maintain an insurance program adequate to protect the Cedar Rapids Airport Commission's fiscal integrity.
7. To maintain fiscally responsible ratios of debt to equity and return on investment, taking into account replacement costs of depreciating assets.

**COMMUNITY RESPONSIBILITY:**

1. To be open, fair and honest in the management of the public trust.
2. To conduct the operations of the Cedar Rapids Airport Commission under a philosophy of public service, with courtesy, consistency and fairness to users, operators, tenants, suppliers, and employees.
3. To assure to the greatest practical extent that operations conducted on Commission facilities be compatible with the preservation of the environment of the community.
4. To report periodically to the public through appropriate media and to welcome suggestions and constructive criticism from any source that might assist the Cedar Rapids Airport Commission in the proper discharge of its responsibilities.
5. To respond promptly and candidly to complaints and, where appropriate, to initiate remedial steps as quickly as practical.
6. To support and/or conduct activities and programs that encourages interaction with the community, its schools, organizations, and businesses.

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## CHAPTER 1 - DEFINITIONS AND GENERAL

### 100. DEFINITIONS

- 100.01 Except as specifically defined in these Regulations, all words used herein shall have the meaning ascribed to them by Iowa law, or if none, by general usage. For the purpose of these Regulations, unless context requires otherwise, the words and phrases used herein shall have the meaning set out in this section. As used in these Regulations, the singular shall include the plural, the plural shall include the singular, and the masculine gender shall include the feminine gender. References to statutes, ordinances or other regulations shall mean those in effect from time to time unless the context shall require otherwise. Chapter heads and section heads or titles do not constitute a part of these Regulations, but are for informational purposes only.
- 100.02 **AIR OPERATIONS AREA (AOA)** - Portions of the Airport which the Commission provides for Aircraft and related operations from time to time, including Aircraft runways, taxiways, ramps, aprons, parking spaces and areas directly associated therewith including portions of the Terminal building required to be secured by Transportation Security Administration (TSA) Regulations, FAA Regulations and/or other applicable laws. Without limiting the generality of the foregoing, the AOA shall include any portion of the Airport required to be enclosed by security fencing or otherwise secured under TSA Regulations, FAA Regulations and/or other applicable laws.
- 100.03 **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.
- 100.04 **AIRCRAFT OPERATOR** - Any Person owning, leasing, controlling, managing, or operating an Aircraft at the Airport.
- 100.05 **AIRPORT** - Any and all property and improvements now or hereinafter owned, leased, operated or controlled by the Commission, including, but not limited to, The Eastern Iowa Airport
- 100.06 **AIRPORT DIRECTOR** - That person designated by the Commission as the Commission's chief executive officer. From time to time the Airport Director may designate one or more representatives to act in his place, in which case the term Airport Director as used herein shall also refer to such representative.
- 100.07 **AIRPORT SECURITY PROGRAM** -The security program, as approved by TSA, used by the Airport to comply with federal Transportation Security Regulations as it relates to the security of the Airport.
- 100.08 **APRON** - Areas of the Airport designated by the Airport Director for the loading and unloading or maintaining of aircraft. Also referred to as "Ramp."
- 100.09 **ARFF** - The Aircraft Rescue and Fire Fighting unit established by the Commission.
- 100.10 **COMMISSION** - The Cedar Rapids Airport Commission as created by City of Cedar Rapids Municipal Code
- 100.11 **AVIATION CLUB** - A nonprofit association, partnership or Iowa 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 of a share, but not more than one share, in the Club.
- 100.12 **BASED AIRCRAFT** - Aircraft which: (1) are stored or tied down at the Airport on a monthly or longer basis; or (2) are operated by an Aircraft Operator who maintains a fixed place of business on the Airport; or (3) are operated by an Aircraft Operator who

uses the Airport for a substantial portion of its activity. More than eight (8) landings in any thirty (30) day period shall be deemed to be a substantial use of the Airport, unless otherwise determined by the Airport Director.

- 100.13 **BASED COMMERCIAL AIRCRAFT OPERATOR** - A Commercial Aircraft Operator operating at the Airport under a contract with, or license from, the Commission; or a Commercial Aircraft Operator operating Based Aircraft on the Airport.
- 100.14 **COMMERCIAL AIRCRAFT** - (1) Any Aircraft used for the transportation of Persons or property for hire; (2) any Aircraft used for student instruction for compensation; (3) any Aircraft leased for compensation; (4) any Aircraft that is not an Aviation Club Aircraft, Private, or Government Aircraft, as defined in these Regulations.
- 100.15 **COMMERCIAL AIRCRAFT OPERATOR** - Any Aircraft Operator who operates a Commercial Aircraft or the holder of a certificate for Commercial Aircraft operation under Federal Aviation Regulations, or other applicable law or regulations, unless the holder establishes that no commercial operation is being conducted. An Aircraft Operator not otherwise a Commercial Aircraft Operator shall not become one as a result of the leasing of his Aircraft to a Based Commercial Aircraft Operator who operates under a contract with, or license from, the Commission.
- 100.16 **EPA** – Environmental Protection Agency.
- 100.17 **EXPRESSIVE ACTIVITY**- Any of the following conduct by a Person in a public area of the Airport to or with passers-by in a continuous or repetitive manner: (1) demonstrating, picketing, displaying signs, making speeches, marching, proselytizing, advocating ideas, explaining personal beliefs, promoting or opposing political candidates or issues and similar conduct, conducting surveys, seeking petition signatures or otherwise communicating or attempting to communicate information to members of the general public on a non-emergency basis; or (2) disseminating or distributing leaflets, pamphlets, flyers, books or other printed or written materials.
- 100.18 **FAA** – Federal Aviation Administration.
- 100.19 **FAR** – The Federal Aviation Regulations as published by the FAA.
- 100.20 **FIXED BASE OPERATOR (FBO)** - A Based Commercial Aircraft Operator or a Person who on or at the Airport engages in the commercial provision of aviation services to the public such as the storage, repair, maintenance, servicing, fueling, chartering, ground and flight instruction, sales or rental of Aircraft.
- 100.21 **FUEL** – Unleaded gasoline or diesel fuel, including fuel known as “AvGas” or “Jet A.”
- 100.22 **FUELING OPERATIONS** – The dispensing of Fuel into aircraft or ground service equipment.
- 100.23 **FUELING VENDOR** – An entity engaged in selling or dispensing Fuel into aircraft other than that owned or leased by the entity.
- 100.24 **GOVERNMENT AIRCRAFT· PUBLIC AIRCRAFT** - Aircraft owned or operated by a Federal, state or municipal government, or agencies thereof.
- 100.25 **GRANT ASSURANCES** – Obligations or assurances agreed to and accepted by the Commission in connection with the receipt of funds from FAA-administered airport financial assistance programs, relating to the safe and efficient maintenance and operation of the Airport.
- 100.26 **GROUND HANDLING SERVICES** – Commercial operations at the Airport such as ticket counter, baggage handling, and customer services; or Aircraft fueling, towing, cleaning, catering; or loading or unloading scheduled and unscheduled air carriers or commuter airlines. Ground Handling Services are provided to passenger Aircraft, passenger/cargo aircraft, and cargo Aircraft.

- 100.27 **GROUND TRANSPORTATION OPERATIONS** – Operation of a vehicle on the Airport for transporting Airport passengers and/or their luggage to or from the Airport either: 1) for direct hire; 2) as prearranged transportation for hire; or, 3) as a service incidental to local lodging or car rental activities including, but not limited to, taxicab operators, limousine operators, courier companies, shuttle and courtesy services.
- 100.28 **HAZARDOUS SUBSTANCE** – means hazardous substances as defined by Iowa Code Section 455B.381(5) (2011), as may be amended.
- 100.29 **HEARING OFFICER** – An officer appointed by the Airport Director, to conduct an investigation or a Hearing as provided for in these Regulations.
- 100.30 **IDNR** – Iowa Department of Natural Resources.
- 100.31 **LIMOUSINE** – Any motor vehicle licensed as such by the State of Iowa and excludes, privately owned vehicles commonly referred to as limousines which shall adhere to the same regulations as motor vehicles owned by members of the general public.
- 100.32 **MAXIMUM LANDING WEIGHT** - The certificated maximum gross landing weight for Aircraft as prescribed by the FAA.
- 100.33 **MEMBERS OF THE COMMISSION** - Those persons duly appointed by the Mayor of City Rapids with the advice and consent of the Cedar Rapids City Council to the Cedar Rapids Airport Commission and currently serving in that capacity.
- 100.34 **MOTOR VEHICLE** – A self-propelled vehicle, including, but not limited to, the following: automobiles, trucks, busses, limousines, semi-tractors, snowmobiles, motorcycles, and mopeds.
- 100.35 **MOVEMENT AREA** - The runways, taxiways, and other areas of an Airport which are used for taxiing or hover taxiing, air taxiing, take-off, and landing of Aircraft, exclusive of any Apron or Ramp areas.
- 100.36 **NFPA** – National Fire Protection Association.
- 100.37 **NON-MOVEMENT AREA** – Areas not controlled by the FAA Air Traffic Control Tower, delineated by a yellow solid and yellow dashed line.
- 100.38 **NOTAM** – Notice to Airman.
- 100.39 **PERSON** - Any individual, partnership, corporation, association, joint venture, organization, group, or duly authorized representative thereof. Person does not include employees of the Commission when acting in the course of their employment.
- 100.40 **PRIVATE AIRCRAFT** - Aircraft used solely for the transportation of the owner, the owner's employees, guest, or property, not operated for profit, and not otherwise coming within any other definition set forth in these Regulations. Private Aircraft may be operated by other than the owner, without losing its classification as Private, provided that such use by others does not occur on more than four (4) occasions in any thirty (30) day period. In the event the Aircraft is so used as to lose its designation as Private under these Regulations, the Commission may place it in such category, other than Private, as is most appropriate under these Regulations.
- 100.41 **PUBLIC AIRCRAFT PARKING AREA** - Areas on the Airport which the Airport Director may from time to time designate for the parking of Aircraft, other than those areas exclusively assigned to Fixed Base Operators for such parking.
- 100.42 **RAMP** – Areas of the Airport designated by the Airport Director for loading and unloading or maintaining of aircraft. Also referred to as “Apron”.
- 100.43 **RENTAL CARS** – Any motor vehicle including but not limited to any automobile, truck, van, or motorcycle whose owner holds such vehicle out for hire to the general public.

- 100.44 **SAFETY AREA** – An area surrounding a runway or alongside a taxiway prepared or suitable for reducing the risk or damage to an Aircraft in the event of an undershoot, overshoot, or excursion from the runway or unintentional departure from the taxiway.
- 100.45 **SECURED AREA** – The Secured Areas of the Airport include the apron, ramp, fuel farm, public safety station (ARFF), airport maintenance equipment building, terminal, airline baggage make up areas, and maintenance and offices located under the terminal concourse.
- 100.46 **SECURE IDENTIFICATION DISPLAY AREA (SIDA)** – The portion of the Airport, specified in the Airport Security Program, in which security measures specified in Title 49 of the Code of Federal Regulations are carried out. The SIDA includes the secured area and may include other areas of the airport.
- 100.47 **SPCC** – Spill Prevention and Control and Countermeasures Plan.
- 100.48 **SPECIALTY OPERATOR** - A Based Commercial Aircraft Operator or a Person who on or at the Airport engages for hire in one or more of the following services but is not a Fixed Base Operator:
- a. Exterior painting of aircraft;
  - b. Interior Aircraft modification, including, but not limited to, custom seating and finishing;
  - c. Contract major airframe and repair and/or rebuilding;
  - d. Whole or part Aircraft type modifications under the auspices of an STC (Supplemental Type Certificate);
  - e. Turbine engine hot section repair;
  - f. Propeller overhaul and repair;
  - g. Flight/engine instrument overhaul and repair;
  - h. Accessory overhaul and repair;
  - i. Avionics repair and installation with specialization in complex equipment such as pulse-radar and HSI systems;
  - j. Specialized Aircraft sales of a single or limited type and/or manufacturer such as multi-Engine turbine;
  - k. Contract reciprocating engine overhaul and rebuilding;
  - l. Specialized Aircraft charter services under an FAR 135 certificate;
  - m. Flight instruction;
  - n. Aircraft repair and maintenance;
  - o. Aircraft sales or rental to the public;
- 100.49 **SIDEWALKS** - Those areas provided for pedestrian traffic.
- 100.50 **STERILE AREA** – That area at the Airport immediately beyond the TSA passenger checkpoint and an Aircraft into which access is strictly controlled. The Sterile Area includes the inside of the terminal area only.
- 100.51 **STREETS OR ROADS** - Those areas provided for motor vehicle traffic.
- 100.52 **SUBTENANT** - An entity, which has entered into a sublease with a Tenant or FBO who is authorized by the Commission to engage in commercial aeronautical activities at the Airport.
- 100.53 **SWPPP** – Storm Water Pollution Prevention Plan.

- 100.54 **TAXICAB** – means any vehicle licensed as such by the City of Cedar Rapids, and/or Cedar Rapids Airport Commission.
- 100.55 **TENANT** – An entity who has leased space from the Commission to engage in commercial activities at the Airport.
- 100.56 **TERMINAL** - The public building(s) and related facilities on the Airport designed and used primarily to facilitate enplaning and deplaning of airplane passengers; and, unless it is expressly stated, or the context shall require otherwise, for purposes of The Eastern Iowa Airport, it shall mean the Landside Terminal, the Airside Terminal, Concourse B and C and all hold rooms.
- 100.57 **TSA** - Transportation Security Administration.
- 100.58 **ULTRALIGHT VEHICLE** - An Aircraft which does not meet the specifications for a Registered Aircraft as defined by the Federal Aviation Regulations and which is governed by Federal Aviation Regulation, Part 103.
- 100.59 **ULTRALIGHT OPERATOR** - Any Person owning, leasing, controlling, managing, or operating an Ultralight Vehicle at the Airport.
101. **SCOPE**
- 101.01 All users of, and Persons on, the Airport for any purpose whatsoever shall be governed by these Regulations, which shall be deemed incorporated into all contracts, leases, agreements, permits, licenses and other documents between the Commission and Airport users, suppliers or customers, whether or not specifically referred to in such documents.
- 101.02 These Regulations are not intended to amend, modify, or supersede, or authorize the violation of, any provision of federal, state, or local law, including any security directives or emergency security measures mandated by the TSA, or any specific contractual agreement with the Commission with which they may conflict; provided, however, that these Regulations shall, insofar as possible be interpreted so that no such conflict shall exist.
- 101.03 If any portion of these Regulations shall be finally declared invalid or unenforceable as a matter of law, all other portions shall remain in full force and effect, and shall be construed to achieve the purposes hereof.
102. **ENFORCEMENT**
- 102.01 In addition to action in response to violations of these Regulations as may be provided for in federal, state, or local law, or these Regulations, the Airport Director may take such further reasonable measures in accordance with the law, to enforce these Regulations and maintain the Commission's control of the Airport.
- 102.02 Federal, state, or local law enforcement officials may be called to enforce any applicable federal, state, or local law, or to assist the Commission or Airport Director in enforcing any such law or Commission Regulations, or in maintaining the safety and efficiency of the Airport.
103. **LIABILITY**
- 103.01 The Commission shall not be liable, and assumes no responsibility, for loss, injury or damage to Persons or property by reason of fire, theft, vandalism, wind, flood, earthquake, collision, strikes, civil disorder, or acts of God or of the public enemy, nor does it assume any liability for injury to Persons or damage to property while on the Airport or operated there from.
- 103.02 Compliance with applicable federal, state, or local law shall be a condition precedent to any claim for damage, noise abatement or otherwise, rising from the operation of Aircraft into or out of the Airport.

104. **DISCRIMINATION**

104.01 The Commission shall not, on the grounds of race, color, sex, age, religion, national origin, or handicap, discriminate or permit discrimination against any Person or group of Persons in any manner prohibited by Title 49, Part 21 of the Code of Federal Regulations, or other federal, state or local law or regulation, or these Regulations.

104.02 The Commission shall require written assurance of compliance with Federal, state, local and Commission regulations, including, but not by way of limitation, equal employment opportunity laws, regulations and orders prohibiting discrimination from all Tenants, Sub-tenants, licensees, contractors, concessionaires and other with whom the Commission may contract.

105. **WAIVER OF REGULATIONS**

105.01 The Commission or the Airport Director from time to time may temporarily waive in writing, or by declaration of emergency, any of these Regulations for the purpose of preserving life or property, or in the interest of efficient operation of the Airport under unusual circumstances.

106. **WAIVER OF BREACH OR DEFAULT**

106.01 No waiver of any violation of these Regulations or of any default in any obligation to the Commission under any written agreement, license or permit, shall constitute a waiver of any other violation or default theretofore or thereafter occurring.

107. **POLICY MANUAL**

107.01 The Commission may from time to time adopt written declarations of policy for the guidance of the Airport Director and the public, or for the purpose of delegating responsibility to the Airport Director, which shall be included in a Policy Manual. The Policy Manual, or any portion thereof, may be supplemented, repealed, or amended at any public meeting of the Members of the Commission. The contents of the Policy Manual shall be public records, but are not regulations adopted under the Code of Iowa. The Members of the Commission may, in writing, delegate specific responsibility to the Airport Director in other ways, including, but not limited to, these Regulations.

108. **BUSINESS OPERATION**

108.01 The mailing address of the Commission is: Cedar Rapids Airport Commission, 2515 Arthur Collins Parkway SW Cedar Rapids, IA 52404. Normal business hours, when referred to herein, are designated as Monday thru Friday, 8:00 a.m. - 4:30 p.m., except holidays. Commission facilities are staffed twenty-four (24) hours a day and Commission representatives may be reached by calling (319) 362-3131.

109. **HEARINGS AND APPEALS**

109.01 Hearings

a. Any Person aggrieved by an act or decision of a Commission employee that results in the denial, suspension, or revocation of such Person's right or license to conduct business at or from the Airport may request a hearing before a Hearing Officer. Such request shall be made within five (5) business days following the act or decision with respect to which the hearing is sought. At such hearing, the Person aggrieved shall have the right to attend, to present evidence, and to cross-examine any adverse witnesses present at the hearing. The Hearing Officer, after weighing the evidence presented, shall prepare a written Determination stating the Hearing Officer's decision and the reasons therefore.



## 109.02 Appeals

- a. Any Person wishing to appeal any determination made as a result of a hearing conducted pursuant to Section 109.01 of these Regulations must first appeal to the Airport Director or other person designated by these Regulations to hear such appeal (the "Reviewing Officer") by calling or writing, in care of the Commission, the Airport Director or other person designated to hear such appeal. Such appeal shall be made within five (5) business days of the determination being appealed. The Reviewing Officer shall decide, based solely upon the record developed by the Hearing Officer, whether the Hearing Officer reached incorrect conclusions of law, made clearly erroneous factual findings, should have considered facts that were not considered, or abused the discretion available to the Hearing Officer. The Reviewing Officer shall decide such appeal within five (5) business days and may confirm the determination made by the Hearing Officer, reverse the determination made by the Hearing Officer on account of incorrect conclusions of law, or remand the matter to the Hearing Officer for further proceedings. The Reviewing Officer shall notify the aggrieved Person in writing of the Reviewing Officer's decision.
- b. An aggrieved Person may appeal the Reviewing Officer's decision to the Airport Director, if the Reviewing Officer was not the Airport Director. Such appeal must be filed with the Airport Director within five (5) business days of the date of the Reviewing Officer's decision. Such appeal shall be in writing, specifying the decision appealed from and giving reasons why such decision is clearly erroneous, based upon an incorrect conclusion of law, or constitutes an abuse of discretion by the Reviewing Officer. In the event of such appeal, the Airport Director shall decide such appeal using the same standards of review utilized by the Reviewing Officer, and may confirm the decision of the Reviewing Officer, reverse the determination made by the Reviewing Officer on account of incorrect conclusions of law or remand the matter to the Reviewing Officer for further proceedings.
- c. An aggrieved Person may appeal a decision of the Airport Director to the Commission. Such appeal shall be in writing, specifying the decision appealed from and giving reasons why such decision is clearly erroneous, based upon an incorrect conclusion of law, or constitutes an abuse of discretion by the Airport Director. Such appeal shall be filed with the Secretary of the Commission within ten (10) business days of the decision from which appeal is taken. The appeal will be considered by the Commission at its next regular meeting scheduled at least ten (10) business days following the date the appeal is filed. The aggrieved Person shall have the right to attend such meeting and to address the Commission as to why the decision of the Airport Director is clearly erroneous, based upon an incorrect conclusion of law, or constitutes an abuse of discretion. The Commission, based solely upon the record developed by the Hearing Officer, shall thereafter either affirm the decision of the Airport Director, remand the matter for further proceedings, or take such other action as it deems appropriate, and shall enter in its minutes an order stating its decision and the reasons therefore.

## 110. REQUEST TO INSPECT RECORDS

- 110.01 A request ("Request") to inspect public records of the Commission shall be made to the Commission's Public Information Officer ("PIO") who shall be deemed the custodian of the Commission's records for purposes of this Chapter. Each Request shall contain sufficient detail to enable the PIO to ascertain the documents sought, and may be submitted on forms furnished by the Commission, which may be obtained from the Commission's Public Relations Department, 2515 Arthur Collins Parkway SW Cedar Rapids, IA 52404. Requests may be made in person, hand

delivered, mailed, e-mailed, or sent via facsimile. The Commission will receive Requests during normal business hours, designated as 8:00 A.M. - 4:30 P.M., Monday - Friday, except holidays.

110.02 Requests for access to public records will be made a priority in the Airport's work activities. Absent unusual circumstances access should be provided within ten (10) working days. The PIO shall reply to each Request. The reply will set forth the conditions by which access to examine and copy the Commission's public records may be had, specifying a reasonable period of time during which the record will be available for examination and copying, and in some circumstances stating the estimated costs of providing access. The Airport shall recover the costs to provide access to public records as provided for by applicable law. Costs may include copying, programming, research and retrieval time as well as the costs of supervising the examination. The Commission shall adopt a cost schedule for various activities and may update such schedule from time to time. The schedule may provide that in certain circumstances the requestor will be required to make an advance payment to cover all or a part of the estimated cost to provide the records. Permission to inspect requested records may be denied for any lawful reason, including without limitation that such records are not in the possession of the Commission; or that such records are not deemed "public or open records" or may be withheld from examination and copying as provided for in applicable federal, state, or local law.

110.03 If the PIO denies access to inspect documents, the reason(s) therefore will be set forth in the PIO's reply to the Request.

#### 111. **AUTHORIZATION**

111.01 Whenever under these Regulations the doing of any act or thing requires the authorization, approval, consent and/or permission of the Commission or of the Airport Director, it shall be deemed to require the express, prior written authorization, approval, consent and/or permission upon such terms and conditions as may be prescribed to preserve and/or promote the safe and efficient operation of the Airport, unless otherwise expressly provided herein.

#### 112. **SUBMITTAL OF REQUIRED INFORMATION**

112.01 Unless otherwise provided in an existing agreement with the Airport, any information deemed by the Airport Director to be necessary for the proper management of the Airport, that is requested of Airport tenants, lessees and sub lessees, shall be submitted as requested and in a timely fashion.

#### 113. **DAMAGE TO COMMISSION PROPERTY OR EQUIPMENT**

113.01 Any Person who damages any property or equipment owned or operated by the Commission shall notify the Airport Public Safety Department immediately to create a full written report to the Airport Director as soon after the occurrence as possible and, in any event, within forty-eight (48) hours after such occurrence, and shall reimburse the Commission for all expenses incurred to repair or replace such damaged property or equipment.

## CHAPTER 200 - PUBLIC AND TENANT USAGE

### 200. PRESERVATION OF PROPERTY

- 200.01 No Person shall:
- a. Destroy, deface, or disturb in any way, any building, runway, taxiway roadway, parking lot, fencing, sign, equipment, marker, or other structure, tree, flower, lawn, or other property on, or owned by, the Airport.
  - b. Trespass on lawns and seeded/landscaped areas on the Airport.
  - c. Abandon any personal property on the Airport.
  - d. Move, alter, make additions to or erect any building or sign on the Airport, or make any excavation on the Airport, without express permission of the Commission.
- 200.02 Any or all Airport property destroyed or damaged shall be paid for by the Person causing such destruction or damage.

### 201. ACCIDENT REPORT

- 201.01 Persons involved in an accident or incident occurring on the Airport involving injury to Persons or damage to Aircraft, motor vehicles or other property, shall immediately notify the Airport Public Safety Department. The Public Safety Officer will investigate and make a written report to the Airport Director as soon after the occurrence as possible and, in any event, within forty-eight (48) hours after such occurrence.

### 202. WEAPONS, EXPLOSIVES AND DANGEROUS MATERIALS

- 202.01 No Person except a duly authorized peace officer, Post Office official, agent or official of the U.S. Treasury Department, U.S. Customs Service, U.S. Drug Enforcement Agency, Federal Bureau of Investigation, member of the Armed Forces of the United States on official duty, or any other Person duly authorized by Federal law to carry weapons, shall carry or bring any weapon, explosive, or dangerous material on the Airport, provided that cased, unloaded sporting guns may be delivered to or from the Airport in the course of shipment.
- 202.02 All persons other than those permitted in above shall surrender all such firearms, explosives, or similar inflammable materials in their possession upon demand to the Airport Public Safety Department or remove same from the Airport.

### 203. MOVING, INTERFERING OR TAMPERING WITH AIRCRAFT

- 203.01 No Person shall interfere or tamper with any Aircraft or put into motion any Aircraft or the engine thereof, or use any Aircraft, Aircraft parts, instruments, or tools, without permission of the Aircraft Operator, or at the direction of the Airport Director.

### 204. RESTRICTED AREAS

- 204.01 No Person shall enter into or upon the AOA, the areas leased or assigned to Airport tenants or licensees for exclusive use, or any area not provided for the general public, except passengers engaged in legitimate enplaning and deplaning, Persons under appropriate supervision, or Persons specifically authorized by the Airport Director under such security procedures and with such identification as he may prescribe from time to time.
- 204.02 Airport tenants or licensees having exclusive occupancy or control of Airport premises through which access may be to the AOA, shall use all lawful means to prevent and shall be responsible for entry into such area by unauthorized Persons or vehicles.

- 204.03 Other persons on Airport business may enter a restricted area when escorted by an individual displaying a valid Commission issued identification authorizing escort into that specific area.
205. **AIRPORT OPERATIONS AREA (AOA)**
- 205.01 No Person shall enter into or upon the AOA, the areas leased or assigned to Airport tenants or licensees for exclusive use, or any area not provided for the general public, except passengers engaged in legitimate enplaning and deplaning, Persons under appropriate supervision, or Persons specifically authorized by the Airport Director under such security procedures and with such identification as he may prescribe from time to time.
- 205.02 Airport tenants or licensees having exclusive occupancy or control of Airport premises through which access may be to the AOA, shall use all lawful means to prevent and shall be responsible for entry into such area by unauthorized Persons or vehicles.
- 205.03 Other persons on Airport business may enter a restricted area when escorted by an individual displaying a valid Commission issued identification authorizing escort into that specific area.
- 205.04 AOA identification remains the property of the Airport. Failure of persons authorized to be within the AOA, to abide by these Rules and Regulations and/or the terms of the Airport Security Program while in the AOA shall result in the requirement that AOA identification be surrendered upon demand to any Airport Security Coordinator or Airport Public Safety Officer.
- 205.05 Users of all gates or entrances providing access to the AOA must ensure that gates or entrances, if automatic, are closed prior to departing the gate area, or if manual, are locked with a chain and an Airport issued or approved padlock, immediately after passage by the user before proceeding.
- 205.06 The security of all vehicles and pedestrian gates, doors, (including designated fire exits), fences, walls, and barricades which lead from a tenant, lessee, sub-tenant, or contractor exclusive lease or use area to or from the AOA or any other restricted area of the Airport shall be the responsibility of the tenant, lessee, sub-tenant, or contractor abutting said AOA or restricted area.
- 205.07 All persons and vehicles within the AOA, including tenant leased areas, are subject to inspection by Airport Public Safety Officers to determine identity, detect prohibited articles, and ensure compliance with these Rules and Regulations, and protect all persons and property in the area.
- 205.08 Vehicles in the Airport Operations Area – See Chapter 300.
206. **LITTERING, SANITATION OR ABANDONING PROPERTY**
- 206.01 Garbage, papers and refuse or other material shall be placed in metal or plastic receptacles provided for that purpose and stored in an orderly and accessible manner.
- 206.02 No person shall keep uncovered trash containers in any area. No vehicle used for hauling trash, dirt, or any other materials shall be operated on the Airport unless approved by the Airport Director and unless such vehicle is constructed so as to prevent the contents thereof from dropping, sifting, leaking or otherwise escaping there from. Areas to be used for trash or garbage containers shall be designed by the Airport Director and no other areas shall be used. Such areas shall be kept clean and sanitary at all times.

207. **DRESS REQUIREMENTS**

207.01 All persons entering the Terminal shall be appropriately attired with shoes and shirts required.

208. **DRIVEWAYS AND WALKS**

208.01 The driveways, walks, and other paved surfaces on the Airport are constructed, maintained, regulated, and their use controlled, by the Commission, and all such use is subject to regulation by the Commission. The driveways and walks are not dedicated to the City of Cedar Rapids or the State of Iowa, and their location, design, or purpose may be changed or abandoned by the Commission.

208.02 No Person shall travel on the Airport other than on the driveways, walks or places provided for the particular class of traffic or use Airport driveways for through passage between parts of the public road or street system.

208.03 No Person shall occupy the driveways or walks in such a manner as to hinder or obstruct their proper use.

209. **EXPRESSIVE ACTIVITIES**

209.01 In the interests of public safety, airport security, and efficient airport operations, no Person shall engage in any Expressive Activity except under and in accordance with a permit issued under these Regulations.

209.02 To obtain a permit, an applicant must submit a written application to the Airport Director at the Airport's administrative offices during normal business hours on any Monday through Friday, which is not a designated Commission holiday at least forty-eight (48) hours prior to the time proposed for commencing any Expressive Activity. The application shall set forth the information described in Sections 209.03 through and including 209.07.

209.03 The full name, telephone number and street address of the applicant and the organization sponsoring, conducting or promoting the Expressive Activity, if any, and the name(s), telephone number(s) and address(es) of the person(s) designated as the applicant's official representative(s) who will be present upon the Airport and in charge of supervising the conduct of the Expressive Activity and who will be available for liaison with the Commission;

209.04 a description of the Expressive Activity proposed to be conducted, indicating the type of conduct to be involved;

209.05 the preferred and alternative date(s), time(s) and Speech Forum(s) (as defined below) desired for the proposed Expressive Activity;

209.06 the number of persons proposed to be utilized at any one time in connection with the Expressive Activity; and

209.07 If the dissemination or distribution of materials is involved, the type of material to be disseminated or distributed and the measures to be taken to avoid littering the Airport.

209.08 The Airport Director shall forthwith review the application for sufficiency of information and compliance with these Regulations and issue it permit or notify the applicant in writing why the issuance of a permit is delayed or denied. Permits shall be issued in accordance with the following:

a. applications for permits shall be processed in order of receipt;

b. the Airport Director shall exercise no judgment regarding the purpose of the proposed Expressive Activity, and a permit shall not be granted or denied based upon the content of any noncommercial message;

- c. no Person shall be permitted to engage in the solicitation and receipt of funds except as authorized by these Regulations;
  - d. the Airport Director may condition the issuance of a permit as may be reasonably required for the safe and efficient operation of the Airport and movement of persons and property and protection of the rights of other Airport users; such conditions shall relate to only the time and location of the permitted Expressive Activity and the number and conduct of the Persons involved;
  - e. permits shall be issued to the applicant and may not be transferred to another Person; and
  - f. any Person who is issued a permit will also be issued identification badges for the number of persons authorized to engage in Expressive Activity at any given time. Each person engaged in Expressive Activity must wear the badge on the upper clothing and in a manner clearly visible to the public at all times while engaged in Expressive Activity. No other badges are permitted.
- 209.09 If the Airport Director fails to issue a permit or statement of delay within forty-eight (48) hours of the receipt of the application, it shall be considered a denial of the permit.
- 209.10 The Commission has determined that certain areas in the public right of way provide an adequate and reasonable opportunity for conducting Expressive Activity at the Airport and ensure the safe, efficient, and orderly flow of vehicular and pedestrian traffic. Those areas will be identified by the Airport Director and reference to herein as ("Speech Forums"). Expressive Activities shall be permitted only within the Speech Forums. The location of the Speech Forums shall be subject to change upon reasonable notice to the applicant when, in the judgment of the Airport Director, such change is necessary in the interests of public safety, airport security and efficient airport operations.
- 209.11 While conducting Expressive Activities, no person shall:
- a. amplify one's voice;
  - b. do anything which would cause reduction in the effectiveness of the public address system;
  - c. hawk or call out to passers by;
  - d. in any way obstruct, delay or interfere with the free movement of any other person or vehicle;
  - e. display or carry signs that are larger than three square feet, and such signs shall not be connected to a stick or post of any kind and no person shall carry more than one sign;
  - f. use or place tables, stands, chairs or other structures on the Airport;
  - g. in any way indicate to the public that he or she is a representative of the Commission or otherwise misrepresent one's identity;
  - h. harass people with physical contact or repetitive solicitation; or
  - i. distribute literature to any person waiting in line in the Speech Forums, occupying vehicles stopped, or standing in the roadways adjacent to the Speech Forums or loading or unloading baggage from a vehicle located adjacent to the Speech Forums.
- 209.12 A permit may be denied or revoked on any of the following grounds:
- a. the permit application is incomplete or not in compliance with these Regulations;

- b. a valid application for the same time and Speech Forum has previously been received and a permit has been or will be granted authorizing activities that do not reasonably permit multiple occupancy of the Speech Forum applied for;
- c. the proposed activity is of such a nature that it cannot reasonably be accommodated in the Speech Forum applied for, taking into account public safety, airport security and efficient airport operations;
- d. the applicant has committed serious or repeated violations of these Regulations;
- e. the Expressive Activity is not being or has not been conducted in accordance with the terms of the permit or these Regulations; or
- f. an emergency situation arises or circumstances have changed so that the Expressive Activity can no longer be reasonably accommodated at the time and Speech Forum requested.

209.13 Any Person may seek a review of the denial or revocation of a permit in accordance with Section 110 of these Regulations.

**210. ANIMALS**

210.01 No Person shall enter any Terminal building of the Airport with a dog or other animal, except: Seeing Eye dogs and Alert and Awareness dogs for appropriate purposes, or other animals individually trained to do work or perform tasks for the benefit of an individual with a disability, or as provided by the Americans with Disabilities Act of 1990 (ADA), as amended; and animals which are to be transported by air or are properly confined as per Section 68.18 of the Cedar Rapids Municipal Code entitled "Animals in the Terminal."

**211. LOITERING**

211.01 No Person shall loiter on any part of the Airport. Loitering shall be defined as "to linger or hang around in a public place where one has not particular or legal purpose."

**212. CONDUCT OF COMMERCIAL OR OTHER ACTIVITY**

212.01 No Person shall use the Airport, or any portion thereof, or any structure thereon, either directly or indirectly for the conduct or promotion of, or solicitation for any business, trade, or commercial activity; or for any revenue producing or fund-raising purpose, except under the terms and conditions of a lease, license, contract or permit or written authorization issued by the Commission, and timely payment of the fees imposed by such lease, license, contract or permit, or pursuant to these Regulations.

212.02 No Person shall utilize any portion of the Airport for any civic, charitable, educational, religious, non-profit, or similar purpose, except as authorized by the Commission, or by these Regulations.

212.03 No carrier for hire by motor vehicle shall load or unload passengers at the Airport at any place other than that designated by the Commission, nor shall such carriers solicit or accept business originating at the Airport except under the terms and conditions of a lease, license, contract, or permit issued by the Commission, and timely payment of the fees, if any, imposed by such lease, license, contract or permit, or pursuant to these Regulations.

212.04 No Person shall engage in any function or operation of a Fixed Base Operator or a Specialty Operator at the Airport except under the terms and conditions of a lease, license, contract, or permit issued by the Commission, and timely payment of the fees, if any, imposed by such lease, license, contract or permit, or pursuant to these Regulations.

- 212.05 Any Person desiring to conduct any activity covered by this Section shall comply with these Regulations.
213. **CONTRACTORS USE OF AIRPORT**
- 213.01 Any contractor, subcontractor, agent, or Person representing same shall prior to commencing activity on the Airport, secure the approval of and/or the necessary permits from the Airport Director and shall be subject to these Regulations as such security/safety agreements or regulations as the Airport Director may, from time to time, require. A minimum of seventy-two (72) hours notice must be provided the Airport Director by any contractor(s) prior to the erection of any crane, or work within any runway safety area/clear zone or taxiway safety area at the Airport unless otherwise specifically provided pursuant to a written agreement with the Airport Director.
214. **CHARTER AIRCRAFT PROCEDURES**
- 214.01 Businesses handling charter flight operations at Airport are required to notify the Airport Director of the charter flight and provide the aircraft types and number of passengers aboard the flight.
215. **SMOKING**
- 215.01 Persons shall smoke only at those places on the Airport where smoking is permitted by posted signs and where it is not in violation of Federal, state, or local law.
216. **FLOOR AND RAMP CARE**
- 216.01 All users of the Airport shall keep the floors of the hangars, hangar areas, aprons and ramps leased by or assigned to them or used in their operations, clean and clear of refuse, dirt, foreign matter, oil, grease, and other materials or stains. The Commission reserves the right of entry to inspect all facilities at any reasonable time to determine compliance with this Section.
217. **STORAGE OF EQUIPMENT**
- 217.01 No Person shall store or stack material or equipment on the Airport in such manner as to constitute a hazard.
218. **EQUIPMENT IN RAMP OR APRON AREAS**
- 218.01 All ramp service equipment shall be parked and kept in a neat and orderly manner. No equipment receptacle, chest, case, or housing shall remain on the Apron or Ramp areas in violation of the instructions of the Airport Director or that does not fit with the general architectural and cleanliness standards of the Airport. Parking and storage of ramp service equipment shall only be in areas designated by the Airport Director, from time to time, for such use.
219. **SAFETY**
- 219.01 All Persons on the Airport shall conduct themselves and manage property under their control as to avoid endangering or causing damage to the Person or property of others.
220. **BAGGAGE AND MATERIAL HANDLING EQUIPMENT**
- 220.01 No Person shall operate any apparatus for the transfer and/or carriage of baggage, equipment, materials or personnel within the Terminal unless such apparatus is approved for such operation by the Airport Director, taking into account the safety and compatibility of such apparatus in the operation thereof with other Terminal uses and features.



- 220.02 All hand trucks shall be equipped with bumpers and tires, which are so designed and maintained as to protect the elevators, escalators, walls, floors, entranceways, and stairs of the Terminal building from damage and marking.
- 220.03 Prior to leaving the baggage conveyor system area, all baggage shall be unloaded. No baggage shall be left on the baggage conveyor.
- 220.04 Operators, Lessees, or Tenants responsible for operating and loading the baggage conveyor system shall also be responsible for unloading all unclaimed baggage.
- 221. AIDING OR ABETTING VIOLATIONS**
- 221.01 No Person shall aid or abet a violation of these Regulations or of any lawful directions in furtherance of these Regulations.
- 222. DISPOSAL OF LOST, MISLAID OR ABANDONED PROPERTY**
- 222.01 All lost, mislaid, or abandoned articles found in the public areas of the Airport shall be reported or delivered to the nearest Commission office or security personnel by the finder. Any such articles not claimed within sixty (60) days by the rightful owners thereof, may be disposed of by the Commission in accordance with applicable law and these Regulations. Nothing in this Section shall prohibit any scheduled Based Commercial Aircraft Operator from maintaining "lost and found" services for property of its passengers and for all property lost, mislaid or abandoned at the security checkpoint and/or in airline hold rooms. Every sixty (60) days, the Commission may dispose of lost, mislaid, or abandoned property not claimed by the lawful owner thereof within the required time frame by donation to area non-profit organizations.
- 223. LIMITED ACCESS AREAS**
- 223.01 No person except authorized Commission and tenant employees, authorized personnel of companies conducting business at the Airport, Persons that have cleared the security checkpoint or authorized Persons under escort, shall enter the AOA and other secured areas of the Airport.
- 223.02 Persons authorized to enter the AOA shall do so only in accordance with applicable Federal, state, local and Commission laws, regulations, orders and policies and the terms and limitations of such Persons lease, license, contract, or permit with the Commission. Persons authorized shall enter these areas only as necessary for the conduct of official business or when enplaning or deplaning an Aircraft, and shall not enter for other purposes.
- 224. ALCOHOLIC BEVERAGES**
- 224.01 The consumption of alcoholic beverages on the Airport shall be restricted to areas of the Airport, which are licensed by the State and local authorities for alcohol consumption. No consumption of alcohol is permitted within the public areas, including general aviation hangars, of the Airport unless approved by the Airport Director.
- 225. STRUCTURAL CHANGES OR ALTERATIONS OF IMPROVEMENTS**
- 225.01 Any construction or alteration of an improvement located at or on the Airport shall be submitted in writing to the Airport Director for Approval. Any alterations shall be performed in compliance with the Airport's Development Guidelines as may be established and amended by the Commission from time to time. Any alteration or construction shall become property of the Commission once contract/lease is expired.
- 225.02 Preliminary plans for construction or alteration of an improvement should be submitted to the Airport Director early in the planning stages. Final plans bearing proper signatures and designer seals, where appropriate, must be submitted for review prior to beginning any construction or alteration greater than \$75,000. All

permits must be on display at the project site. The "As-Built" plans shall be submitted to the Airport Director within forty-five (45) days of project completion.

- 225.03 All tenants, lessees, and sub-tenants shall maintain their leased property in working condition as to repair, cleanliness and general maintenance in a manner at least equal to the standard maintenance in similar areas of the Airport or in accordance to their individual lease agreements.

**226. MAINTENANCE OF PREMISES**

- 226.01 All Operators, Lessees, and Tenants are required to keep their land, premises and improvements thereon free from all fire and safety hazards and maintain the same in a condition of repair, cleanliness, safety hazards and maintain the same in a condition of repair cleanliness and general maintenance in accordance with the Operator's, Lessee's, or Tenant's Agreement with the Commission.
- 226.02 Operators, Lessees, and Tenants shall be responsible for ensuring that fire prevention practices and/or procedures are followed at all times.
- 226.03 Operators, Lessees, and Tenants that have Employees conducting fueling or Fuel transfer operations must ensure that all Employees receive fire prevention training and instruction by the Public Safety Department (or FAA Approved Part 139 Fuel Handling Training Course) immediately upon employment and that Employees receive such fire prevention training and instruction annually thereafter. See Section 500 – Refueling.
- 226.04 Fire prevention training and instruction shall include the use of fire extinguishers, responding to Fuel and oil spills, handling flammable materials, and any other items deemed necessary and/or appropriate (for the Activity) by the Public Safety Department and shall be documented and kept on file by the Operator, Lessee, or Tenant. See Section 500 - Refueling
- 226.05 Operators, Lessees, and Tenants shall provide proper, adequate, inspected, certified, and readily accessible fire extinguishers (that are approved by fire underwriters) for the particular hazard involved or associated with the Activity.
- 226.06 Fire extinguishers shall be maintained in accordance with the City of Cedar Rapids Fire Code.
- 226.07 A log or a tag showing the date of last inspection shall be attached to each unit or records, acceptable by fire underwriters, shall be kept documenting the status of each unit.
- 226.08 Operators, Lessees, and Tenants shall designate a responsible person as point of 24-hour contact and shall provide primary and secondary contact information including phone numbers to the Public Safety Department for purposes of contact in the event of a fire.

**227. HEATING EQUIPMENT**

- 227.01 All heating Equipment and Fuel burning appliances installed or used at or on the Airport shall comply with the requirements of the City, the County of Linn, the State of Iowa, the City of Cedar Rapids Fire Code National Board of Fire Underwriters, and The Eastern Iowa Airport Public Safety Department.

**228. AIRCRAFT HANGARS**

- 228.01 Aircraft Hangars shall only be used for the parking and storing of Aircraft and associated Aircraft Equipment and supplies as approved by the Airport Director and the Airport Public Safety Department or as otherwise granted by agreement or permit with the Airport Commission.

- 228.02 Aircraft parked in hangars shall be parked in a manner so as to be completely contained in the hangar and shall not be positioned in such a manner so as to block a runway, taxiway, taxi lane, or obstruct access to hangars, parked or staged Aircraft, parked or staged Motor Vehicles, doors, gates, or Fuel storage facilities except for temporary staging and/or fueling of such Aircraft.
- 228.03 Use of Aircraft hangars shall be subject to the following restrictions:
- a. Unless permission is granted by agreement or permit with the Commission, no major Aircraft maintenance, alterations, or repairs shall be performed in a hangar without the prior written permission of the Airport Director.
  - b. All approved Aircraft maintenance shall be in compliance with applicable federal, state and local laws and regulations.
  - c. Space heaters may be operated in hangars only if they are not left unattended while operating, and all applicable fire prevention/safety measures are continually observed.
  - d. Oily rags, waste oil, or other materials soiled with petroleum-based products shall not be allowed to accumulate in or about the hangar and may only be stored in containers with self-closing, tight-fitting lids as approved by the Airport Public Safety Department.
- 228.04 Fueling Aircraft inside of hangars is NOT APPROVED and is NOT PERMITTED.
229. **STORAGE OF MATERIALS AND EQUIPMENT**
- 229.01 All materials and equipment shall be stored in compliance with the following:
- a. Material and equipment shall be stored in such manner as to preclude creating any hazard, obstructing any operation, or littering.
  - b. No materials or equipment may be stored outdoors.
  - c. Non-hazardous items may be stored only in fully-enclosed and secured containers in accordance with all applicable federal, state, and local laws and regulations.
  - d. All storage of materials must meet City of Cedar Rapids Fire Code and NFPA 409 Standard on Aircraft Hangars.
230. **COMPRESSED GASES**
- 230.01 Oxygen or any compressed gas in a cylinder or portable tank must be secured to a fixed location or secured to a portable cart designed and approved specifically for the cylinder(s) or tank(s) being secured.
- 230.02 Compressed gas cylinders or tanks must have approved and operational pressure relief devices installed.
- 230.03 Cylinders or tanks not in use shall have an approved transportation safety cap installed.
- 230.04 Cylinders or tanks shall be stored and maintained in compliance with all NFPA standards and applicable federal, state and local laws and regulations.
231. **LUBRICATING OILS**
- 231.01 Lubricating oils having a flash point at or above 150 degrees may be stored in hangars provided that the oil is stored in the original container and the capacity of the container is less than 55 gallons and the original manufacturer's labeling or marking is on the container (or that the product is stored in other suitable containers approved by the Director and written approval on file at the Airport Public Safety Department).

231.02 Storage of 55 gallons or more of lubricating oil or containers having a capacity of 55 gallons or more require that a SPCC plan be provided to the Director. Such containers may only be stored in compliance with applicable federal, state and local laws and regulations and consistent with the Airport's SPCC plan.

## CHAPTER 300 - VEHICLES AND GROUND EQUIPMENT

### 300. GENERAL

300.01 To provide for the maximum utilization of the Airport and the safety of Airport users, it is essential that the Commission properly administer and regulate the movement of traffic and parking of vehicles on both the AOA (airside) and the public movement (landside) areas of the Airport. To accomplish this task, the Commission has established administrative procedures for the regulation and enforcement of Airport parking and provided herein for the enforcement of moving violations and other traffic-related offenses through the State of Iowa and the ordinances of the City of Cedar Rapids. Violators of these provisions are subject to either citation and/or arrest.

### 301. LICENSING AND REGISTRATION

301.01 No Person shall operate any motor vehicle on the Airport unless possessed of a valid operator's state driver license.

301.02 No Person shall operate any form of ground equipment upon the Airport unless fully trained and qualified in such operation.

301.03 No Person under the influence of intoxicating liquors or drugs shall operate any motor vehicle on the Airport.

### 302. RULES OF OPERATION - GENERAL

302.01 Except for vehicles classified by the Airport Director as special purpose vehicles, or as otherwise specifically provided in these Regulations, no Person shall operate any motor vehicle upon the Airport:

- a. in any manner which would be in violation of the Iowa Codes and/or Cedar Rapids General Ordinances governing operation of motor vehicles, if such operation were on a public street or road;
- b. which is not licensed, equipped, and in the condition required by Iowa Codes, and/or other Federal, state, or local regulations for motor vehicles operated on public streets or roads;
- c. for a commercial purpose for which it is not licensed, equipped and in the condition required by applicable state and local laws for the type of use in which it is employed;
- d. which is not equipped and in the condition required by the Federal Occupational Safety and Health Act (OSHA), or regulations promulgated pursuant thereto, or any state or local law, ordinance, rule or regulation of similar nature or purpose.

302.02 No motor vehicle shall be operated anywhere on the Airport at a speed in excess of 25 miles per hour except where other speed limits are designated by posted sign.

302.03 No motor vehicle shall be operated within fifty (50) feet of an aircraft at a speed in excess of 5 miles per hour.

302.04 No motor vehicle shall be stopped or parked on the Airport, except in areas designated for such purpose.

302.05 No Person shall clean or make any repairs to motor vehicles anywhere on the Airport other than in designated vehicular shop areas, except those minor repairs necessary to remove such motor vehicle from the Airport; nor shall any Person move, interfere, or tamper with any motor vehicle or start the engine without the owner's consent.

- 302.06 No Person shall park a vehicle within any designated vehicular parking or storage area except upon the payment of such parking fees, if any, as may be in effect therefore. Specific parking areas may be designated for commercial or special use, based on the class of vehicle and purpose of use. The Parking Area Guidelines of these regulations are in effect unless designated otherwise in a lease, license, contract, or permit issued by the Commission.
- 302.07 The Airport Director, and/or designee may tow away or otherwise remove, and impound, motor vehicles which are parked or operated on the Airport in violation of these Regulations, or which interfere with Airport operations, at the owner's or operator's expense and without liability for damage, which may result in the course of or after such removal.
- 302.08 No Person shall abandon any vehicle on the Airport.

303. **RULES OF OPERATION - AIR OPERATIONS AREA**

- 303.01 No motor vehicle shall be allowed within the AOA without specific permission from the Airport Director. Vehicles without such permission must be guided by an escort vehicle authorized by the Airport Director and operated in compliance with all motor vehicle safety and security requirements approved by the Airport Director. The operator of such vehicles shall at all times yield the right-of-way to aircraft, emergency vehicles and pedestrians. Operators of escort vehicles must display a valid AOA driving endorsement on the Airport issued badge medium.
- 303.02 Access to and driving within the AOA is a privilege granted by the Airport Director and may be suspended or revoked at any time.
- 303.03 Vehicle access to the movement area is subject to prior written approval by the Airport Director. Movement area approval may be suspended or revoked at any time. Movement area vehicles must be equipped with a yellow beacon, and two way radio capable of communicating with the Air Traffic Control Tower. Movement area drivers must prove the need for movement area privileges, complete a written and practical test before written approval to operate in the movement area may be issued.
- 303.04 Every person who operates a vehicle, without an escort vehicle approved by the Airport Director, within the Airport's security perimeter must have in their possession: 1) Valid Airport issued approved AOA identification, 2) Valid driving endorsement on Airport issued approved AOA identification; 3) a current and valid operators license issued by the State of Iowa or another state when approved by the Airport Director; and 4) a vehicle which is duly authorized and registered by the Airport to be operated within the Airport's security perimeter.
- 303.05 Pedestrians and Aircraft shall at all times have right of way over vehicular traffic, except authorized vehicles, which are responding to an alarm or emergency. All vehicles shall pass to the rear of taxiing Aircraft. Except during emergency conditions, no vehicle shall be driven between a parked Aircraft and the Terminal building.
- 303.06 When parking adjacent to a runway, all vehicles shall park at least 150 feet to the outside of the runway lights, except when actively repairing runway lights.
- 303.07 Unless otherwise directed by the Airport Director, on the basis of safety and efficiency of the Airport operations, all vehicles which are authorized to operate in the AOA shall bear markings clearly identifying the entity tenant involved, clearly visible and legible to the naked eye at a distance of not less than 300 feet and shall operate a flashing beacon of sufficient brilliance to be seen in daylight, in clear weather, a distance of at least one (1) mile with the naked eye. Vehicles not equipped with a cab shall install a pole-mounted beacon, which shall exceed the highest point of the vehicle. Carts, trailers, and ground equipment shall have amber reflectors on each

- side and to the front and rear. All reflectors shall be visible for at least 500 feet when illuminated by normal vehicle headlights.
- 303.08 The color of beacons and areas of usage are as follows:
- a. Red beacon - confined to emergency vehicles, including ARFF/Public Safety vehicles.
  - b. Amber beacon - to be used by all other Airport vehicles, and those owned or used by the airlines, the Federal Aviation Administration, contractors authorized by the Airport Director, and Fixed Base Operators.
- 303.09 A signalman must guide the driver of any fuel tender while backing up. In addition, the driver must remain in the vehicle cab and shall not stand on the running board or fender while backing up. Fuel tenders shall not be blocked or positioned so as to prevent the rapid removal of such tender in a forward direction in the event of fire or emergency, or be left unattended at any time while the engine is in operation, or while such tender is engaged in fueling operations.
- 303.10 Unless substitute routing is approved in advance by the Airport Director, the movement of vehicles between the Terminal building and the West Ramp area shall be via the perimeter roadway, except for authorized vehicles responding to an alarm or emergency.
- 303.11 All motorized and non-motorized ground equipment, shall be equipped with proper brakes or other apparatus. Such brakes or apparatus shall be properly engaged when the vehicle is not in use.
- 303.12 During hours of darkness, construction or other related equipment shall not be parked within the Safety Areas of a runway or taxiway.
- 303.13 No Person shall, without express approval of the Airport Director, enter into the AOA in a private vehicle unless accompanied by a Commission owned or approved escort vehicle equipped with a functional two-way radio for Airport control tower communication.
- 303.14 No vehicles or equipment of any type shall pass through or under any concourse or passenger loading bridges or platforms unless specific permission is granted by the Airport Director.
- 303.15 No vehicle, including but not limited to automobiles, trucks, motor cycles, and bicycles and other non-motorized vehicles, shall be operated in the AOA unless it has been approved and inspected certified by the Airport Director for such operation and such Person and vehicle comply with the security and vehicle programs of the Commission. The applicant for such certificate, or the employer of the applicant, shall submit to the Airport Director satisfactory evidence of the applicant's competence and/or training to operate such vehicle in close proximity to Aircraft, and to other vehicles and equipment normally used in the AOA.
- 303.16 Any vehicle in which the driver does not have a clear, unobstructed view to the rear, without the use of mirrors, must be equipped with a back-up warning device, which is activated when the vehicle is placed in reverse gear.
- 303.17 All motor vehicles operating in the AOA shall be equipped with resistor-type spark plugs or other satisfactory devices in order to reduce radio interference from ignition noise.
- 303.18 No person, other than Commission personnel on official business, shall operate any motor or other vehicle on or across a runway or taxiway without prior approval from the Air Traffic Control Tower and the Commission, except for authorized vehicles responding to an emergency, and shall maintain continuous radio communication with the Air Traffic Control Tower.

- 303.19 When an authorized vehicle passes through an electronic gate, the driver will clear the gate and bring the vehicle to a stop until the gate is fully closed.
- 303.20 Parking is not permitted within designated driving lanes.
- 303.21 No more than four (4) carts will be towed at anyone time by baggage tug vehicles.

**304. RADIO EQUIPMENT**

- 304.01 All vehicles operating in the AOA and which are authorized to traverse runways and taxiways, shall be equipped with an operational two-way radio and shall operate under the directions of the Airport Air Traffic Control Tower when in controlled areas. Controlled areas are those designated by signs in the AOA. This Regulation does not apply to:
- a. emergency and rescue equipment while attending an accident;
  - b. authorized field maintenance equipment;
  - c. those vehicles required for rendering assistance in the removal of disabled Aircraft or the contents thereof;
  - d. authorized vehicles that have permission from the Airport Director for special operation in the AOA.

**305. AIRPORT PARKING**

- 305.01 Use of Airport Parking Facilities including parking lots shall be in accordance with the following:
- a. Parking in any reserve parking area, as established by the Airport Director from time to time, shall be limited to those displaying a valid permit issued or approved by the Commission permitting parking in such a reserved area. Parking in any reserved parking area, as established by the Airport Director from time to time, where entry thereto is limited by a Commission-approved control device shall be limited to those possessing a valid entry device issued or approved by the Commission or Commission parking contractor. Every such vehicle shall be parked only in the space or area specifically assigned to it. Any vehicle parked longer than forty-five (45) days, without prior approval, in any airport public parking facility is considered abandoned and is subject to relocation or removed by Airport Public Safety officers or other designated airport employees by towing or otherwise, to a designated vehicle storage area until called for by the owner of the vehicle or his agent, provided that in the event of such relocation/removal and/or storage, the owner shall be responsible for a reasonable charge for its relocation/removal and storage. The Airport shall not be liable for damage to any vehicle or loss of personal property, which might result from the act of removal.
  - b. No motor vehicle shall be parked along the roadways of the Airport except where so marked for parking. Vehicles shall be parked in marked spaces only and no Person shall park a motor vehicle in such a manner as to occupy more than one space.
  - c. All vehicles owned, leased, or operated by tenants, lessees, subtenants, or contractees for tenants, lessees or subtenants shall be parked within the tenant-leased areas, or in other parking facilities as may be approved by the Airport Director. Tenants must make adequate provisions to prevent unauthorized parking in their facilities using control procedures, which shall be approved by the Airport Director. Vehicular parking in tenant's areas not in accordance with procedures approved by the Airport Director shall be considered to be a parking violation subject to enforcement actions.



- 305.02 Parking in the AOA shall be restricted to ground service equipment and other vehicles as authorized by the Airport Director.
- 305.03 No Person shall stop a motor vehicle for loading, unloading or any other purpose on the Airport other than in areas specifically designed for such use and only in the manner prescribed by signs, lines and other means provided. Stopping at the public curbside of the Terminal Building shall be restricted specifically to private vehicles, and the active loading and unloading of passengers and their baggage. Unattended vehicles shall be cited and may be towed away.
- 305.04 Airport Public Safety Officers or other designated airport employees may relocate or cause to be removed from any restricted or reserved areas, any roadway or right-of-way, or any other area on the Airport, any vehicle which is disabled, abandoned, or illegally or improperly parked, or which creates a safety hazard or interferes with Airport operations or otherwise parked in violation of these Rules and Regulations. Any such vehicle may be relocated or removed by Airport Public Safety Officers or other designated airport employees by towing or otherwise, to a designated vehicle storage area until called for by the owner of the vehicle or his agent, provided that in the event of such relocation/removal and/or storage, the owner of the vehicle shall be responsible for a reasonable charge for its relocation/removal and storage. The Airport shall not be liable for damage to any vehicle or loss of personal property, which might result from the act of removal.

**306. SPECIFIC PARKING PROVISIONS**

- 306.01 It shall be a violation of these Rules and Regulations, and subject to enforcement action, for any Person to stop, stand or park a vehicle, except in compliance with the directions of an Airport Public Safety Officer or traffic control device, in any of the following places:
- a. On a sidewalk;
  - b. In front of a public or private driveway;
  - c. Within an intersection;
  - d. Within fifteen feet of a fire hydrant or fire department connections;
  - e. Within a pedestrian crosswalk;
  - f. Within twenty feet from the intersection of curb lines or, if none, then within fifteen feet of the intersection of property lines at an intersection of roadways;
  - g. Within fifty feet of the nearest rail of a railroad grade crossing;
  - h. Within fifty feet of the driveway entrance to any fire station or within fifteen feet of the entrance to a building housing rescue squad equipment; provided, that such buildings are plainly designated;
  - i. Alongside or opposite any street or airfield excavation or obstruction when such parking would obstruct traffic or produce a hazard to aircraft operations;
  - j. On the roadway side of any vehicle parked at the edge or curb of a roadway;
  - k. At any place beyond posted time limit;
  - l. At any place where official signs or pavement marking prohibit parking.
- 306.02 An Airport Public Safety Officer may move a vehicle out of a prohibited area or away from a curb or start or cause to be started the motor of any vehicle in order to move it when necessary in the performance of their duties.
- 306.03 This section shall not apply to Police, Safety, Fire, or Airport Service vehicles temporarily parked.

- 306.04 No person shall willfully and falsely represent himself as having the qualifications to obtain special plates or unlawfully park in a parking space reserved for the handicapped.
- 306.05 Unless markings are present, it shall be unlawful for any Person to park any motor vehicle or other automotive equipment other than parallel to the curb or edge of the roadway.
- 306.06 Excluding Commission vehicles, no Person shall stop, stand, or park a vehicle on any tenant leased areas without the express or implied consent of the owner thereof.
- 306.07 Where a loading or unloading zone has been set apart by the Airport Director the following regulation shall apply with respect to the use of such areas:
- a. No Person shall stop, stand or park a vehicle for any purpose or length of time, other than for the purpose of and while actively engaged in loading or unloading passengers and/or baggage. Drivers of Public Ground Transportation Vehicles shall park such vehicles only in such locations as provided in Section 800, Ground Transportation and identified by posted signage.

307. **ENFORCEMENT OF MOTOR VEHICLE TRAFFIC REGULATIONS**

- 307.01 Airport Public Safety Officers may enforce other motor vehicle laws of the State of Iowa and the City of Cedar Rapids as required, and may arrest violators if necessary. Fines and penalties for violation of these provisions shall be in the same manner as if the violations had occurred on the public roadways of the City of Cedar Rapids.

308. **MOTOR VEHICLE ACCIDENTS**

- 308.01 All motor vehicle accidents occurring on Airport Property shall be immediately reported to the Airport Public Safety Department. All motor vehicle accidents occurring on Airport property will be investigated by the Airport Public Safety Department or other appropriate law enforcement agency when requested to do so by the Airport Public Safety Department. The Airport Director will receive a written report within forty-eight (48) hours of such accident.

## CHAPTER 400 - AIRCRAFT OPERATION

### 400. ACTIVITIES

- 400.01 All aeronautical activities at and over the Airport shall be conducted in conformity with the applicable current federal, state and local laws and regulations, and these Regulations.
- 400.02 Aircraft using the Airport shall be operated and used in such manner as to cause the least noise, vibration and exhaust emission consistent with safety and efficiency.

### 401. HOURS OF OPERATION

- 401.01 The Airport is available for use 24 hours per day, 7 days per week, unless closed by Notice to Airman.(NOTAM)
- 401.02 The Airport Director may, when necessary for safe or efficient operation of the Airport, delay or restrict any flight or other operation at the Airport, and may prohibit the use of all or any part of the Airport by any Person.
- 401.03 In the event the Airport Director determines that conditions in the AOA are unsafe, or for other operational reasons the AOA or a portion thereof should be closed, he may issue a notice closing the AOA or any portion thereof.

### 402. DISABLED AIRCRAFT

- 402.01 Any disabled Aircraft and parts thereof on the Movement Area shall be promptly removed from the Movement Area by the Aircraft Operator, subject to Federal Regulations.
- 402.02 If any Aircraft Operator refuses to move any disabled Aircraft or part thereof upon being permitted to do so by Federal Regulations, as directed by the Airport Director, such Aircraft or part may be removed by the Airport Director at the Aircraft Operator's expense, and without liability for damage which may result in the course of or after such removal.

### 403. REPAIRING OF AIRCRAFT

- 403.01 Aircraft, or parts thereof, shall be repaired only in those areas of the Airport specifically designated for such purpose by the Airport Director; provided that minor adjustments may be made while the Aircraft is on a loading ramp preparatory to take-off when such adjustment is necessary to prevent a delayed departure.

### 404. AIRCRAFT ACCIDENTS

- 404.01 Aircraft Operators involved in an accident at or on the Airport shall make a full and complete report of the accident to the Airport Public Safety Department and other appropriate agencies in a timely manner, complete any additional required forms and/or reports, and comply with all applicable provisions of the National Transportation Safety Board (NTSB) Regulations, including specifically Part 830.
- 404.02 The Aircraft Operator's report to the Public Safety Department shall include copies of any reports or documentation provided to the NTSB, FAA, or other appropriate agencies.
- 404.03 Aircraft involved in an accident at or on the Airport may not be removed from the scene of the accident until authorized by the Director who shall receive authorization (to remove the Aircraft) from the FAA and/or NTSB, as applicable.
- 404.04 Once authorization to remove the Aircraft has been issued, the Aircraft Operator shall be responsible for the safe and prompt removal of the Aircraft and any parts thereof

from a movement area to a non-movement area, in accordance with all rules and regulations.

405. **AIRCRAFT DEICING**

405.01 Aircraft deicing, (meaning the removal of snow and/or ice with chemical substances), shall only be accomplished with airport approved materials in the location(s) specified by the Airport Director.

406. **AIRCRAFT PARKING AND STORAGE**

406.01 Aircraft shall be parked, stored, and repaired in the space designated in writing for such purpose by the Airport Director.

407. **SECURING OF UNATTENDED AIRCRAFT**

407.01 No Aircraft shall be left unattended on the Airport unless properly secured with tie-downs and/or chocks, or in a hangar. Aircraft Operators must provide required devices for securing aircraft or may obtain such services from an Airport FBO.

408. **AIRCRAFT ENGINE RUN-UP**

408.01 Aircraft engine run-ups or test operations shall be conducted only in a manner that will not result in a hazard or nuisance to other Aircraft, Persons or property, and in accordance with the following:

408.02 Engine run-ups of less than one (1) minute in duration per Aircraft, may be conducted at an assigned Terminal gate or ramp position with prior approval of the Airport Director.

408.03 Engine run-ups shall be conducted only between the hours of 6 A.M. and 10 P.M. No run-ups will be allowed between the hours of 10 P.M. and 6 A.M. without prior approval of the Airport Director.

409. **SPECIAL AIRCRAFT OPERATIONS**

409.01 The following shall not operate on or from the Airport unless express written authorization is granted by the Airport Director:

- a. Experimental Aircraft;
- b. Sailplanes, gliders and other motor less Aircraft;
- c. Balloons;
- d. Restricted Aircraft;
- e. Ultralight Vehicles;
- f. Remote Controlled Aircraft, including model Aircraft;
- g. Acrobatic Flight;
- h. Towing of Banners;
- i. Air or Ground Demonstrations;
- j. Formation Operations;
- k. Parachute Jumps;
- l. Air Shows;
- m. Rockets and/or Kites;
- n. Initial flight test or landing test of any experimental or restricted Aircraft; or
- o. Simulated forced landings and simulated power off or engine out procedures shall not be conducted when landing, taking off or transitioning the Airport traffic

pattern, unless express approval is granted by the Air Traffic Control Tower in advance of such operations.

- 409.02 The written authorization referred to in paragraph 409.01 of this Section shall not be granted unless the subject activity has been approved by other governmental agencies whose approval is required by law, and evidence thereof presented to the Airport Director by the person seeking such authorization, and is consistent with the safe and efficient operation of the Airport and the public interest.

**410. LANDINGS, TAKE-OFFS AND GROUND OPERATION GENERAL**

- 410.01 No Aircraft shall be started, taxied or run-up unless a pilot certified in that type Aircraft or a certified airframe and engine mechanic qualified in accordance with Federal Aviation Regulations in that type of operation is attending the Aircraft controls. Adequate Aircraft restraining methods shall be employed when starting the engine or engines.
- 410.02 The following Airport traffic pattern rules shall apply unless other rules are established by the Federal Aviation Administration:
- a. Landing Aircraft shall maintain traffic pattern altitude as specified in subsection 1 of this Section until further descent is required for a safe landing. Landing approaches shall be made at the maximum approach angle consistent with safety.
  - b. Aircraft not equipped with functional brakes shall be towed.
  - c. Taxiing aircraft shall have the right-of-way over all motor vehicles except emergency vehicles proceeding to an emergency.

**411. LANDINGS, TAKE-OFFS, PARKING AND GROUND OPERATIONS**

- 411.01 In addition to the rules specified in Section 410 of these Regulations, the following rules shall apply to landings, take-offs, parking, and ground operations at the Airport.
- 411.02 No Aircraft with a total gross weight in excess of gross weight limits of any pavement on the Airport published by the Federal Aviation Administration Airman's Information Manual (or any successor publication), shall land, take-off, or operate on the Airport, except by permission of the Airport Director.
- 411.03 Aircraft practice, training, and/or proficiency operations shall not be performed by any Person without approval of the Airport Director and upon such terms and conditions as he may reasonably impose giving due consideration to the safe and efficient operation of the Airport.
- 411.04 The following taxiing rules shall apply unless other rules are established by the Federal Aviation Administration:
- a. No Person shall taxi an Aircraft between a parked aircraft and its gate position.
  - b. No Person shall taxi an Aircraft in any area from which the general public is not restricted.
  - c. Parking:
    - 1. Aircraft shall be parked only in those areas or gate positions on the Airport assigned by the Airport Director, unless otherwise specified in these Regulations.
    - 2. When parking or storing Aircraft at the Airport, the Aircraft Operator shall park or store such Aircraft in a manner so as not to create a hazard to other Aircraft, Persons, or property. Parked and unattended helicopters shall have the rotor blades moored or otherwise braked by approved methods or apparatus.

3. Scheduled Commercial Aircraft Operators having operations facilities in the Terminal shall park Aircraft for normal passenger loading and unloading at gate positions assigned by the Airport Director for such parking.

4. Commercial Aircraft Operators not having operations facilities in the Terminal may park for passenger loading and unloading at gate positions assigned to carriers having such operations facilities in the Terminal and with whom inter-airline arrangements have previously been made and approved by the Airport Director.

5. Commercial Aircraft Operators at the Airport not having their own operations facilities or inter-airline arrangements may stop only at the gate or gates, and for such period, as may be designated by the Airport Director for loading and unloading of passengers and baggage. Other operations, including fueling and parking, shall be conducted at a location specified by the Airport Director.

6 Commercial Aircraft Operators engaged in the carriage of air cargo at the Airport shall park for loading or discharge only in areas designated by the Airport Director for such use.

411.05 No Person shall conduct any aircraft power back operation without the authorization of the Airport Director.

411.06 Aircraft Fueling:

- a. Aircraft fueling operations shall not be conducted during weather conditions of thunder and/or lightning. See Section 500 herein below entitled "Refueling."
- b. Any person fueling an Aircraft shall provide not less than one (1) wheeled fire extinguisher, having U.L. rating of 80-B and a minimum capacity of 125 pounds of agent, not more than 100 feet from such Aircraft.

412. **BASED AIRCRAFT REGISTRATION**

412.01 Aircraft based at the Airport must be registered with the Airport Director. Registration information shall include the following:

- a. Aircraft make, model, registration, and gross takeoff operating weight.
- b. Aircraft owner name, address, and phone number.
- c. If more than one person owns the Aircraft, the name, address, and phone number of all Owners shall be provided to the Airport Director.
- d. Proof of liability insurance at the minimum acceptable levels established by the Cedar Rapids Airport Commission.

## CHAPTER 500 - REFUELING, DEFUELING, AND FUEL STORAGE

### 500. GENERAL

500.01 Fuel storage at or on the Airport shall conform to the current applicable provision of 14 CFR; NFPA guidelines; FAA Advisory Circular (AC)150/5230-4 (including updates or amendments); the Airport's SWPPP and SPCC; Regulatory Measures established by the Environmental Protection Agency, Iowa Department of Natural Resources, and any other governmental agency having jurisdiction relating to these activities.

### 501. AGREEMENT OR PERMIT

501.01 Fuel shall only be dispensed at the Airport by those entities having an Agreement or Permit with the Board granting such permission.

### 502. TRAINING

502.01 No person shall commercially fuel or defuel an Aircraft until that person is properly qualified and trained in accordance with 14 CFR Part 139. Training records documenting the training provided to, and the qualifications of, each person shall be maintained and kept on file and updated every August with the Public Safety Department. Records shall include those pertaining to initial training and all subsequent or recurrent training received. All records shall be made available for review of and/or inspection by the Director, Airport personnel, or other designated representatives.

### 503. REFUELING, DEFUELING, AND FUEL STORAGE OPERATIONS

503.01 A properly qualified and trained operator shall be present and responsive at all times while Fuel is being transferred into or out of any Fuel storage facility (from or into fueling Vehicles and equipment).

503.02 The operator shall remain within the immediate vicinity, in close proximity to, and in direct view of all operating controls and equipment.

503.03 The operator shall not leave the discharge end of any hose or hoses unattended at any time while the transfer of Fuel is in progress.

503.04 The operator shall not block open, disengage, or deactivate the deadman or any related controls while fueling or transferring Fuel.

503.05 Aircraft shall not be refueled or defueled in an area where Aircraft engines are operating Aircraft or engines are being warmed by application of heat, or while the Aircraft is located in a congested or enclosed space.

503.06 All Fuel handled at or on the Airport shall be treated with utmost caution and with regard to the rights and safety of others so as not to endanger, or likely to endanger, persons or Property.

503.07 Persons engaged in the fueling, defueling, and oil servicing of Aircraft or Vehicles, the filling of refueling Vehicles or dispensing equipment, or the dumping or pumping or loading of aviation Fuels or oils into or from Fuel or oil storage facilities shall exercise the utmost care and extreme caution to prevent overflow of Fuel or oils and/or spills.

503.08 Should a Fuel or oil spill occur on the Airport, the party responsible shall fully and completely comply with Section 600 of these Regulations.

503.09 Refueling Vehicles shall be positioned so that the Vehicle can be directly driven away from the loading or fueling position in the event of spill or fire.

- 503.10 Aircraft Fuel handling shall be conducted outdoors and at least 25 feet from any Hangar or building and 50 feet from any combustion and ventilation air intake to any boiler, heater, or incinerator room or as approved by the Airport Director and the Public Safety Department.
- 503.11 Pouring or gravity transfer of Fuel and fueling from containers having a capacity of more than 5 gallons is prohibited.
- 503.12 Vehicles shall be refueled only at refueling stations and from dispensing devices approved by the Airport Director.
- 503.13 Aircraft or vehicles shall not be fueled or defueled while the Aircraft or Vehicle's engine is operating unless the Public Safety Department is standing by with ARFF apparatus.
- 503.14 In an emergency resulting from the failure of an onboard auxiliary power unit on a Turbojet Aircraft and in the absence of suitable ground support equipment, a Turbojet engine mounted at the rear of the Aircraft or on the wing on the side opposite from the fueling point may be operated during fueling to provide power as long as the operation follows the safety procedures published by the operator.
- 503.15 A turbine-powered auxiliary power unit installed aboard an Aircraft may be operated during fueling provided its design, installation, location, and combustion air source do no constitute a Fuel vapor ignition source.
- 503.16 In both cases, the fueling shall conform to the procedures stipulated in the Aircraft Operator's Manual.
- 503.17 Aircraft or Vehicles shall not be fueled or defueled if thunder and lightning is present within the immediate vicinity of the Airport.
- 503.18 When Aircraft are being fueled or defueled, the refueling Vehicle shall be bonded to the Aircraft to equalize the voltage potential between the refueling Vehicle and the Aircraft.
- 503.19 All hoses, nozzles, spouts, funnels, and appurtenances used in fueling and defueling operations shall be FM or UL approved and shall be equipped with a bonding device to prevent ignition of volatile liquids.
- 503.20 Refueling Vehicle operators shall not operate the Vehicle in reverse anywhere at or on the Airport unless a qualified and trained person is present to safely monitor and direct the movement of the Vehicle.
- 503.21 Aircraft shall not be fueled or defueled while passengers are on board unless a passenger-loading ramp is in place at the Aircraft cabin door, the door is in the open position, and an attendant is present at or near the door.
- 503.22 If an incapacitated patient is on board the Aircraft during fueling operations, the Public Safety Department personnel and fire fighting/rescue equipment must be available at the scene. No person shall operate any radio transmitter or receiver or switch electrical appliances on or off in an Aircraft during fueling or defueling unless said radio transmitter or receiver is designed specifically for such environment.
- 503.23 Over-wing fueling shall only be performed by qualified persons.
- 503.24 Hold down or hold open devices on Aircraft fueling nozzles are strictly prohibited.
- 503.25 For single point fueling, deadman controls or mechanisms shall be utilized and shall remain in good condition and working order at all times.
- 503.26 No person shall deactivate or bypass a deadman control or mechanism at any time.
- 503.27 During fueling operations, no person shall use any material or equipment that is likely to cause a spark or ignition within 50 feet of such Aircraft or Vehicle.



- 503.28 Smoking, matches, lighters, and open flames (i.e., candles, fixtures, or fires) are strictly prohibited within 50 feet of any Aircraft, refueling Vehicle, Fuel storage facility, or any Aircraft being fueled or defueled.
- 503.29 Refueling Vehicles (including Fuel tankers) shall only use the entrance, exit, and route designated by the Airport Director during the transportation and delivery of Fuel.
- 503.30 The Commission assumes no liability or responsibility for any violation of any Aircraft or Vehicle fueling requirement or procedure, any error, omission, negligence, or any violation of any Regulatory Measure relating to fueling Activities.
- 503.31 The Operator, Lessee, or Tenant shall be solely, fully, and completely responsible, and defend, indemnify, and hold the Commission and its officers and employees harmless for any such violation, error, omission, or negligence incident to or in connection with the Operator's, Lessee's, or Tenant's Fuel storage facilities, equipment, operations, and training.
- 503.32 The Operator, Lessee, or Tenant shall reimburse the Commission for any fines, legal or court costs, incurred by the Commission for any such violation, error, omission, or negligence.
504. **STORAGE OF REFUELING VEHICLES**
- 504.01 Refueling Vehicles shall be stored outdoors and not less than 50 feet from a building or at the distance approved by the Public Safety Department unless the building is designed, constructed, and used exclusively, and approved by the Public Safety Department, specifically for this purpose. Refueling Vehicles shall be parked in a manner that provides a minimum of 10 feet of separation between Vehicles and any other Vehicle or Aircraft and a minimum of 20 feet from a storm water inlet.
505. **MAINTENANCE OF REFUELING VEHICLES AND EQUIPMENT**
- 505.01 Maintenance and servicing of Refueling Vehicles and Equipment shall be performed outdoors or in a building that is approved by the Public Safety Department specifically for this purpose. Operators, Lessees, and Tenants shall document and maintain and keep on file Vehicle and Equipment maintenance records. These records shall be made available to the Airport Director upon request.
506. **REFUELING VEHICLES AND EQUIPMENT**
- 506.01 Only those Fuel storage facilities, refueling Vehicles, and equipment that are approved by the Public Safety Department and Airport Director shall be used for the storage and delivery of Fuel.
- 506.02 Refueling Vehicles, fueling pumps, meters, hoses, nozzles, funnels, fire extinguishers, and bonding devices used during fueling operations shall be maintained in a safe operating condition and in good working order and repair at all times.
- 506.03 When refueling Vehicle(s) or equipment is found in a state of disrepair, malfunction, or the use constitutes an undue fire or safety hazard, or the operation of any refueling Vehicle or equipment would violate any Regulatory Measure, the Operator, Lessee, or Tenant shall immediately discontinue the use of such Vehicles and/or equipment until repairs, replacements, or changes are made to render the same safe for continued use.
- 506.04 Hoses or piping connections shall be secured and capable of holding under the pump's rated PSI discharge.
- 506.05 Hoses or nozzles shall be FM or UL approved with self-closing valve and with no "hold-down or hold-open devices".

- 506.06 All pumps shall be UL or FM approved.
- 506.07 All storage tanks shall be rated in accordance with International Fire Code 2012 edition and Chapter 37 of the Cedar Rapids Municipal Fire Code as adopted by the Cedar Rapids City Council.
- 506.08 If any malfunction or irregularity is detected on or within an Aircraft being refueled or defueled, refueling or defueling shall cease immediately and the malfunction or irregularity shall be brought to the attention of the Aircraft Operator immediately.
- 506.09 Refueling Vehicles, equipment, and Fuel storage facilities shall be placarded, marked, or color-coded in accordance with NFPA Publication 407 and applicable FAA AC(s).
- 506.10 A copy of all applicable permits, registrations, certificates, and insurance documents shall be maintained in each refueling Vehicle, or on file at an office located at the Airport.
- 506.11 Adequate and proper fire extinguishers shall be immediately available during all fueling and defueling operations.
- 506.12 At least two (2) carbon dioxide (or approved dry chemical) fire extinguishers (20 pounds or larger) or the types of fire extinguishers that are capable of extinguishing Category B and Category C fires shall be immediately available.
- 506.13 All extinguishers shall be inspected and certified, as required by law, and all personnel involved with fueling or defueling operations shall be qualified and properly trained to use all fire extinguishers.
- 506.14 Adequate and proper absorbent material(s) and Fuel spill containment capable of damming/diking a Fuel spill shall be immediately available at all times, as defined in the Airport's approved SPCC plan.
- 506.15 All hoses, funnels, and appurtenances used in fueling and defueling operations shall be equipped with a bonding device to prevent ignition of volatile liquids.
- 506.16 Refueling Vehicles, equipment and Vehicles utilized to deliver Fuel to a Fuel storage facility shall be subject to inspection at any time to determine compliance with these Rules and Regulations and Regulatory Measures.

**507. FUEL STORAGE FACILITIES**

- 507.01 The maintenance and operation of Fuel storage facilities shall meet NFPA 30, NFPA 407, and FAA regulations, and shall be approved by all Agencies who regulate the maintenance and operation of Fuel storage facilities. Further, the installation of all tanks and/or facilities shall meet the requirements of the City of Cedar Rapids Municipal Fire Code; and shall be located in designated areas as shown on the Airport Layout Plan (ALP).
- 507.02 Plans for installation and operation of Fuel storage facilities shall be submitted to the Airport Director and the Public Safety Department and approval shall be received from the Airport Director and the Public Safety Department prior to installation and operation.
- 507.03 All security gates leading into Fuel storage areas shall be kept closed and locked at all times except when actually in use.

**508. SELF-SERVICE FUELING**

- 508.01 Any user of the Airport's retail self-service fueling system shall at all times comply with safety and operational practices established for use of that system by the Commission.

## CHAPTER 600 – FIRE/EXPLOSION PREVENTION AND ENVIRONMENTAL PROTECTION

### 600. GENERAL

600.01 All Persons on Airport Property, including tenants, lessees, subtenants, contractors, vendors or others, shall comply with, at all times, all federal, state, and local laws, statues, ordinances, rules, regulations, permits, agency orders and agreements, or other restrictions relating to environmental, health, safety, contamination, pollution, natural resources, threatened or endangered species, and historic resources matters (“environmental laws”).

### 601. AIRCRAFT EXPLOSIVE OR DANGEROUS SUBSTANCE THREAT

601.01 The following procedures shall be followed upon receipt of and report that an Aircraft is or may be endangered by the presence of a bomb, explosive material, or dangerous substance thereon.

601.02 Landing or taxiing Aircraft

- a. Persons having knowledge of an endangered Aircraft shall advise the Airport Air Traffic Control Tower and/or Commission via telephone line at 319-362-3131, or such other telephone number as the Commission may direct from time to time .
- b. Endangered Aircraft at the Airport having passengers onboard shall unload such passengers on the outer extremities of the Terminal ramp and then immediately be moved to such place as may be designated by the Airport Director. To enable subsequent moving of the Aircraft with a minimum of delay, only those engines shall be shut off which will permit safe discharge of passengers.

601.03 Parked Aircraft

- a. Endangered Aircraft shall be evacuated and moved by the Aircraft Operator, or by such Person as may be designated by the Airport Director, to such area as may be designated by the Airport Director in the interest of safety.

601.04 Inspection

- a. Inspection of endangered Aircraft and the subsequent declaration of safety or contamination shall be the responsibility of the Aircraft Operator, and shall be accomplished immediately after parking and evacuation of the Aircraft.

### 602. HAZARDOUS SUBSTANCES

602.01 Shipment

- a. No Hazardous Substance or oil shall be used, transported, stored, loaded, or unloaded on or from the Airport by any Person except in compliance with all applicable Federal, state, and/or local laws and the rules and regulations of all agencies having jurisdiction.

602.02 Spills

- a. Whenever a release (other than an authorized release) of any Hazardous Substance in a quantity which exceeds the reportable quantity, as set forth in Cedar Rapids Municipal Code or applicable law or regulation, occurs on any facilities of any tenant or other occupant of the Airport, the Person in charge, upon discovery of such release, or evidence thereof, shall immediately cause notice of the occurrence of such release, the circumstances of same, and the location thereof to be given to the Airport Director by telephoning "911" or such other emergency telephone number as may be designated from time to time. Any such notice so required hereunder shall also immediately be given to the Airport Director via telephone line at 362-3131, or such other telephone number as the

Airport Director may direct from time to time. Nothing in these Regulations shall relieve each such Person from any obligation to cause such notice to be given to any other Federal, state and/or local agency having jurisdiction. Nor shall the requirements of these Regulations be construed to prohibit any Person on or about such facilities from using all diligence necessary to control such release prior to the notification required herein.

**603. SWPPP and SPCC MANAGEMENT**

- 603.01 All Airport Tenants shall notify the Commission and gain approval prior to disturbing any land, and shall provide the Commission copies of stormwater, construction, erosion, and fugitive dust control permits.
- 603.02 All Airport Tenants are hereby considered responsible parties by the Commission under the Airport's stormwater discharge permit. All airport tenants must comply with National Pollutant Discharge Elimination System (NPDES) and with Iowa Department of Natural Resources requirements and guidelines. This includes completing all required inspections and paperwork documentation as outlined in the Airport's SWPPP. Documentation of inspections and required paperwork must be provided immediately when requested by the Commission.
- 603.03 All Airport Tenants are hereby considered responsible parties with the Commission under the Airport's Spill Prevention Control and Countermeasure (SPCC) permit. All airport tenants must comply with the Airport's SPCC, which includes required inspections and paperwork documentation as outlined in the Airport's SPCC. Documentation of inspections and required paperwork must be provided immediately when requested by the Airport Commission.
- 603.04 No Person shall damage, interfere with the operation of, or lessen the effectiveness of any stormwater management facility or stormwater best management practices at the Airport.
- 603.05 All land disturbing activities shall comply with all applicable environmental laws, including local erosion and sediment control ordinances and regulations.

**604. STORM AND SEWER DISCHARGES**

- 604.01 No Hazardous Substances, hazardous materials, solid wastes, hazardous wastes, pesticides, Fuel, oil, used oil, dopes, paints, solvent, acids, bases, or other chemicals or solutions harmful to the environment shall be disposed of, released discharged or dumped in drains, storm sewers, basins, open areas or ditches of the Airport.
- 604.02 All discharges to the sanitary sewer system at the Airport shall be in compliance with all applicable environmental laws and regulations any industrial wastewater discharge permits and are subject to approval by the Cedar Rapids Waste Water Department.

**605. RELEASE NOTIFICATION AND RESPONSE**

- 605.01 Persons responsible for the leak, spill, release or other unauthorized environmental discharge or emission of any petroleum product, Fuel, used oil, batter, pesticide, or hazardous materials or waste occurring on Airport property shall immediately notify the Public Safety Department at 319-731-5722 of same. Such notification in no way relieves or frees the notified from its reporting obligations under applicable environmental laws. To the extent that a notice of a leak, spill, release or other unauthorized discharge or emission at the Airport is required under any environmental, health and safety law to any federal, state, or local, agency, the same notice shall above be provided contemporaneously to the Airport Director.
- 605.02 All persons reporting a leak or spill release or other unauthorized environmental discharge or emission shall have received all required training and hazard communications and possess all required personal protective equipment for such

remediation activities, and conduct such response action in accordance with applicable Environmental laws and generally accepted industry standards.

605.03 If a leak, spill, release or other unauthorized environmental discharge or emission occurs on the Apron, the Commission shall determine the most appropriate remediation method and notify all responsible persons who shall undertake the remediation immediately.

**606. THREATENED AND ENDANGERED SPECIES**

606.01 No person shall impact or adversely affect threatened or endangered species at the Airport unless so allows or authorized under applicable environmental laws or by appropriate regulator agencies and without the prior written consent of the Commission.

**607. ASBESTOS AND LEAD PAINT ABATEMENT**

607.01 Any asbestos and lead paint abatement and abatement monitoring and clearance activities shall comply with all applicable Environmental Laws, and generally accepted industry standards for such work. Copies of all notifications shall be provided to the Commission.

**608. ABOVE GROUND STORAGE TANKS**

608.01 All Persons owning or operating aboveground storage tanks at the airport must comply with all applicable environmental laws, and all applicable generally accepted standards related thereto, including, but not limited to, pertinent and applicable provisions of NFPA standards; FAA Advisory Circular No.: 150/5230-4, as amended, including Appendices 7 (“Minimum Standards for Fuel Storage, Handling and Dispensing on Airports”) and 8 (“Siting of Airport Fuel Storage Facility”); 14 C.F.R. Part 139, including Section 139.321 thereof (handling and storage of hazardous substances and materials); and Iowa state regulations; all as amended from time to time.

608.02 Copies of all aboveground storage tank registrations, notifications of closure, inspections, permits, and correspondence with federal, state, or local officials related to the installation, operation, closure, and remediation of such underground storage tanks shall be provided to the Commission.

608.03 No aboveground storage tank may be installed at the Airport without prior written consent or lease from the Commission; and said tank(s) shall be located in designated areas as shown on the Airport Layout Plan.

608.04 Before any aboveground storage tank or associated lines, pumps, or ancillary equipment are installed, upgraded, removed, or closed, the owner and operator of such tank, lines, pumps and/or ancillary equipment shall provide to the Commission a minimum of thirty (30) days written notice of such installation, upgrade, removal, or closure, describing the proposed location, size, use, and design of the aboveground storage tank, lines or pumps, or upgrade, removal, or closure activities.

**609. RIGHT TO KNOW**

609.01 All Persons operating at the Airport must comply with applicable provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) and all other Environmental Laws respecting hazardous chemical reporting and communications to appropriate government agencies, the public, and employees. Copies of all annual chemical release inventories and reports shall be provided to the Commission.

610. **RECORD KEEPING**

610.01 Record keeping shall be maintained in accordance with applicable environmental laws. Such records shall be available for inspection and copying by the Commission at its request.

611. **NOTICE OF ENVIRONMENTAL PERMITTING**

611.01 To the extent any Person operating at the Airport is required to apply for and obtain any environmental permit, license or approval plan (e.g., oil discharge contingency plans) from any federal, state or local agency for such operation, the Airport Director shall be contemporaneously advised of such application and provided copy thereof. The applicant shall also provide to the Airport Director upon receipt from the agency a copy of any permit or license issued or plan approved and any amendments thereto.

612. **NOTICE OF ENVIRONMENTAL VIOLATION**

612.01 Any Person receiving any written notice, including copies of any correspondence or notification from regulatory agencies concerning any administrative or judicial claim of violation or noncompliance with the conditions of any environmental permit or the provisions of any environmental laws alleged to have occurred, be occurring, or anticipated to occur on or related to the Commission property or Tenant, vendor contractor, or airline activities shall immediately report such notice to the Airport Director..

613. **ENFORCEMENT AND PENALTIES**

613.01 Failure by any person to meet the requirements of Chapter 600 of the Commission Regulations, or of any Commission administrative agreement, directive, or order requiring compliance under this section as set forth below, shall be considered a violation of such Rules and Regulations.

613.02 The Commission, or the Airport Director, in their sole discretion, may enforce such requirements by administrative or judicial means, refer alleged violations to state, local or federal authorities, or both.

613.03 Failure by any Person (i) to make any required notification in a timely manner; (ii) to respond to and remediate in a timely manner any unauthorized environmental release, leak, discharge, emission, or disposal; (iii) to comply with applicable environmental laws, including permits; or (iv) to apply for and receive in a timely manner any permit, approval, or authorization required under any such penalties for such violation, such penalties to be assessed in amounts no greater than set forth under corresponding applicable state environmental laws

613.04 Administrative enforcement by the Commission or Airport Director shall include, at a minimum, the following procedural elements: (i) a notice letter from the Commission to the Person(s) concerned describing the alleged violation or noncompliance; (ii) upon reasonable notice to the Person(s) concerned, an informal conference conducted by the Commission for the receipt of information and comment before the final determination of violation and any assessment of administrative penalties is made; and (iii) a final agreement between the Commission and the Person(s) concerned setting forth the obligations of the Person(s) to return to compliance or take other required steps, the administrative penalty assessment, and such other provisions deemed appropriate by the Commission and the Person(s).

613.05 Notwithstanding the previous provision, in emergency situations or where substantial threat to human health, airport operations, the Commission property or the environment may exist, the Airport Director may issue a directive or other order requiring action to be taken alleviated such conditions

**614. ENVIRONMENTAL ASSESSMENT OF LEASED PROPERTY**

- 614.01 Any Person who has leased Commission property shall conduct an environmental site assessment (“ESA”) prior to returning possession or use of the property to the Commission. The ESA shall be performed by an environmental consulting firm, the selection of which shall be subject to the written approval of the Commission, which shall not be unreasonably withheld. The scope of the ESA shall be designed to document accurately the nature of lease and sublease activities and improvements and any related actual or potential environmental liabilities and risks arising there from.
- 614.02 Such Tenant shall continue to be responsible for all of the terms and conditions of the applicable lease agreement until the Commission has accepted the return of the property in writing. The Commission will accept the property with an ESA finding, in its sole discretion, of no significance or, if there is a finding of some significance, the Commission may accept the property upon the condition that the Lessee and/or any sub lessee shall be responsible for and indemnify and hold harmless the Commission for the costs involved in the property being returned to its original environmental condition and for any fines, penalties, and/or fees levied against the Commission for alleged violations of any environmental laws, such indemnification to be consistent with Section 600.

**615. GENERAL OBLIGATIONS AND LIABILITIES**

- 615.01 All persons shall be liable to and indemnify and hold harmless the Commission and its officers and employees, for any fines, penalties, damages, losses, costs or expenses, including reasonable attorneys and expert witness fees and costs of litigation, levied against or incurred by the Commission arising from alleged past or present violations of any environmental laws caused by, contributed to, or otherwise resulting from or based on the past of current actions, negligence, or regulated status of such persons.
- 615.02 In the event that the Commission conducts any remediation, cleanup or closure of any release, leakage, emission, discharge, disposal, or improperly managed or unauthorized storage area, to ensure compliance with applicable environmental laws or protection of the environment, public health and safety, or Commission property interests, or any combination of such purposes, the parties responsible for such release, leakage, emission, discharge, disposal, or improperly managed or unauthorized storage area shall be liable to and indemnify and hold harmless the Commission and its officers and employees from all costs and fees, including reasonable attorneys and consultants fees, associated with any environmental cleanup, closure, remediation conducted by the Commission, or any reasonably necessary or required services to third parties or the public provided for by the Commission, at a rate of 200% of the incurred costs and fees.

## CHAPTER 700 - CHARGES AND FEES

### 700. RATES, CHARGES AND FEES

700.01 The Commission shall from time to time establish, publish and charge general rates, charges and fees for the use of Airport landing areas, ramps, and common aviation facilities, and for commercial vendors, concessionaires and other Persons for the use or occupancy of Terminal or other ground use facilities, all upon such conditions as the Commission may deem in the best interest of maintaining, operating or expanding necessary Airport or air navigation facilities, and the public use thereof. Such general rates, charges and fees, when rates established and published as required by law, shall have the same force and effect as if a part of these Regulations. Published general rates, charges and fees shall not apply to Signatory Airlines or to any user of the Airport with whom the Commission has entered into a specific written agreement, license, or permit providing different rates, charges, or fees. Nothing in such published general rates, charges and fees, or in these Regulations shall be deemed to grant authorization to any Person to conduct any commercial or other activity upon, or occupy any part of, the Airport for any purpose.

### 701. DEFINITIONS

701.01 "AIRPORT USE AGREEMENTS" are written agreements between an air transportation company and the Commission having terms and provisions substantially like those set forth in the form of agreements approved by the Commission on or about June 27, 2011.

701.02 A "SIGNATORY AIRLINE" is a scheduled air carrier which has an agreement with the Commission and at a minimum, (a) lease from Commission, to the extent and when available, a ticket counter, including associated ticket office and baggage make-up space or (b) a Code-Share Airline that operates with a common code share arrangement with a Host Airline, so long as the Host Airline operates at the Airport.

701.03 A "NON-SIGNATORY AIRLINE" is an air transportation company, which has not executed an Airfield Use Agreement as defined in Section 701.02 above, to become a Signatory Airline, but has executed a non-signatory use agreement which will establish non-signatory airline passenger terminal building, cargo apron use fees, and landing fee rates at fifteen percent (15%) higher than the Signatory Airline rates, subject to the right of the Commission to amend its Signatory Airline rates.

### 702. BUILDING OCCUPANCY, HOLDOVER AND JOINT SPACE

702.01 Nothing herein contained shall require the Commission to consent to, or shall be construed as consent to, the use of space within any building. The right of any Person occupying or using space to continue to use or occupy under these Regulations may be terminated by the Commission immediately upon notice, and such termination shall be effective at the conclusion of any period for which the rents have been paid prior to the receipt of such notice.

702.02 Any Person occupying or using space in any building on the Airport, after the expiration of such Person's contract, permit, lease or license, without written permission to do so from the Commission, shall pay rent at double the rate provided in such expired contract, permit, lease or license for each month or fraction thereof of occupancy of such space, which amount shall be payable, in advance, on the first day of each monthly period of extended occupancy, and where appropriate, shall be in addition to payment for utilities consumed in such space.

702.03 In the event two or more Persons jointly occupy or use space, each shall be obligated to the Commission for the full amount due therefore, but the total amount received by



the Commission shall not thereby be increased, and each of such occupants shall be credited with the amount paid by any other for such joint space.

**703. POLICY FOR ESTABLISHING CERTAIN RATES, FEES AND CHARGES**

703.01 The general policy of the Commission is that the Airport will be operated, maintained, and developed on at least a self-sustaining basis, without the use of local tax revenues and in a manner designed to meet Federal Aviation Administration (FAA) policies and procedures. To this end, rates, fees and charges to users of the Airport without a written agreement with the Commission, will be twenty-five percent (25%) higher than the established Signatory Airline rates, subject to the right of the Commission to amend its Schedule of General Rates, Charges and Fees from time to time.

703.02 In return for use of premises, and the rights, licenses, and privileges granted hereunder and for the undertakings of the Commission, airlines and other users of airport facilities agree to provide the Commission information and to pay the Commission, without deduction or set off, certain rentals, fees, and charges as set forth in these Regulations. Users shall furnish to the Commission on or before the 10th day of each month, an accurate report of their activities at the Airport including activities for companies handled by users during the preceding month, setting forth all data the Commission deems reasonably necessary to calculate the fees and charges due the Commission under these Regulations. These activities may include, as appropriate, total number of landings for the month by type of aircraft, the certificated maximum gross landing weight of each aircraft, the use of aprons, the total number of enplaning and deplaning passengers reported as to "scheduled" and "charter", and amount of enplaned and deplaned freight, mail, express mail and cargo handled expressed in pound units. All fees and charges shall be due and payable within fifteen (15) days from date of invoice unless otherwise specified on the invoice. Any payment not received on or before the due date shall accrue interest as specified in Section 704 below.

**704. INTEREST AND SERVICE CHARGE**

704.01 All rentals, fees or other charges due the Commission under these Regulations, under any written agreement, permit or license (except under a written agreement, permit or license executed prior to the adoption of these Regulations), or otherwise, shall be due on the due date specified on the invoice issued therefore. There shall be an interest and service charge of one and one-half percent (1 ½ %) for each month or fraction thereof, on any amount due and unpaid to the Commission under such invoice commencing on the first day following the due date thereof. The obligation for payment of such interest and service charge shall be a part of all agreements, permits, or licenses hereafter executed by the Commission, whether or not expressed therein and whether or not reference to this Regulation is made therein. To the extent, any interest and service charge provided in Section 704 of these Regulations shall exceed the amount or rate allowed by State of Iowa law under the particular circumstances, such charge shall be reduced to the maximum amount allowed by State of Iowa law.

**705. SCHEDULE OF GENERAL RATES, CHARGES, FEES, AND PENALTIES**

705.01 Attachment A - Schedule of General Rates, Charges, and Fees shall be deemed a part of the Regulations.

705.02 **Landing Fees, Each Landing, Non-Signatory Commercial Aircraft Operators:** Commercial Aircraft Operators that are parties to a written non-signatory agreement with the Commission relating to their operations shall pay landing fees that are One Hundred and Fifteen Percent (115%) of the Signatory Airline rate equal to the current dollar amount per 1,000 pounds of Maximum Landing Weight; minimum: \$10.00 per Aircraft. Commercial Aircraft Operators with no written agreement shall pay landing

fees that are One Hundred and Twenty-Five Percent (125%) of the Signatory Airline rate, equal to the current dollar amount per 1,000 pounds of Maximum Landing Weight; minimum \$10.00 per Aircraft. See Attachment A - Schedule of General Rates, Charges, and Fees.

705.03 **Fuel Flowage Fees:**

- a. The Commission shall charge and collect a Fuel flowage fee for each gallon of aviation Fuel delivered for sale on the Airport, except for Fuel delivered to Signatory Airlines or signatory cargo carriers; and except for aircraft fuel used in Aircraft and ground equipment owned and operated by FBO. See Attachment A - Schedule of General Rates, Charges, and Fees.
- b. The Commission shall charge and collect a Vehicle Fuel flowage fee for each gallon of fuel pumped by Tenant into its Vehicles and/or for storage at the Airport. See Attachment A - Schedule of General Rates, Charges, and Fees.

705.04 Non-Contract Space Rentals:

- a. Except as provided for in current written agreements with the Commission, the Commission shall charge and collect rent at the rates set forth herein below for use of the following described areas.
- b. **Terminal Exclusive Use Space** – Annual rate may be found on Attachment A - Schedule of General Rates, Charges, and Fees. (Ticket Offices, Baggage Service Offices, and Operations Area)
- c. **Air Carrier Joint Use Area Fees** – Prorates ten percent (10%) of any specified monthly charge, or portion thereof, based on that proportion which airline's number of preferentially assigned loading bridge(s) and aircraft parking positions bears to total number of preferentially assigned loading bridge(s) and aircraft parking position(s) of all scheduled airlines using service or space; and prorates the remaining ninety percent (90%) of specified monthly charge, or portion thereof, based on the proportion of airline's enplaned passengers at the airport bears to the total number of enplaned passengers of all airlines using service or space during the immediately preceding month. (Baggage Area, Holdroom, Security Check Point, Tug Drive, and utility and janitorial reimbursements) (or as estimated if last month's number of actual passengers is not available). Annual rate may be found on Attachment A - Schedule of General Rates, Charges, and Fees.
- d. **Air Carrier Common Use Area Fees** – (Baggage Screening Area, Baggage Make-Up Area, Ticket Counter Area, Queuing Area, and Secure Corridors) prorates twenty percent (20%) of any specified monthly charge, or portion thereof, based on that proportion which airline's ticket counter space bears to total ticket counter areas of the all airline users of the service or space; and prorates the remaining eighty percent (80%) of specified monthly charge, or portion thereof, based on the proportion of airline's enplaned passengers at the airport bears to the total number of enplaned passengers of all airlines using service or space during the immediately preceding month. Chapter 800 – Ground Transportation.
- e. **Loading Bridge Use** – Per use rate. Annual rate may be found on Attachment A - Schedule of General Rates, Charges, and Fees.
- f. **Cargo Apron Use Space** – Will be charged per landing, each air cargo carrier, who has executed a Non-Signatory Airport Lease Agreement and is parking on the cargo apron, shall pay 115% of the rate charged to Signatory Airlines equal to the current dollar amount per landing. Each air carrier who has not executed an Airport Lease Agreement and is parking on the cargo apron shall pay 125% of

the rate charged to Signatory Airlines equal to the current dollar amount per landing. See Attachment A - Schedule of General Rates, Charges, and Fees.

- g. **Passenger Ramp, Passenger Lift Devices, and Passenger Stairs Use** – Per use rate. Annual rate may be found on Attachment A - Schedule of General Rates, Charges, and Fees.
- h. **T-Hangar Monthly Rates** -- The monthly rent for use of T-Hangars are categorized by the location and amenities of the hangar. Current monthly rate may be found on Attachment A - Schedule of General Rates, Charges, and Fees.
  - (i) The amount of rent may be changed from time to time by Commission upon thirty (30) days' prior written notice to Tenants.
  - (ii) Additional fees will be charged for failure to return hangar keys and ID badge upon termination of lease.
  - (iii) The thirty (30) day notification to terminate lease and associated rental is waived if tenant is moving their tenancy to another hangar on the Airport.

705.05 Permit Fees

- a. Commercial Aeronautical Operators shall pay a permit fee as outlined in Attachment A - Schedule of General Rates, Charges, and Fees or as otherwise set forth by written agreement between the Commercial Operator and the Commission.

705.06 Penalties

- a. If a Commercial Aeronautical or Independent Operator conducts any commercial activity on the Airport without authorization from the Commission, the following fines and penalties shall be assessed:
  - 1. For the first offense - \$250.00
  - 2. For the second Offense - \$450.00
  - 3. For the third offense the Operator shall removed from, and prohibited from entering, Airport property.

705.07 Other Charges Excessive Utility Charge – The Commission may charge and collect an additional utility charge if a Tenant does not maintain the proper environmental controls (i.e., leaving doors open to the outside in extreme hot or cold temperatures), and the Commission incurs additional utility charges due to the Tenants failure to maintain environmental controls or lack of cooperation. The additional utility charge shall be the actual amount of additional utility charges incurred by the Commission, or One Hundred Dollars (\$100) per day, whichever is greater.

705.08 Non-Commission Sponsored Activities—Persons wishing to conduct non-Commission sponsored activities at the Airport; operators shall contact the Commission in advance, pay a fee as determined by the Commission, and provide a Certificate of Insurance with combined single limits of not less than \$1,000,000 in general liability coverage listing the Commission, the City of Cedar Rapids, and their officials, agents, and employees as additional insured for each activity. Current insurance rates may be found in “Attachment B – Current Schedule of Minimum Insurance Coverage.”

705.09 GENERAL REQUIREMENTS

- a. Commercial activities shall not be conducted at the Airport without permission of the Commission. Airport driveways shall not be used without a permit or lease issued by the Commission. Any Person wishing to obtain a Permit may obtain one by filing an application with the Airport Director on forms provided by the Commission. Information to be furnished by applicants shall include, but may not

be limited to, the following: (i) Name, form of business entity of Applicant and place of formation or incorporation; (ii) Address of applicant and designation of person and address to whom all correspondence from the Commission should be directed; (iii) Agent and registered address for service of legal process; (iv) Proof of insurance coverage required by this Regulation, including a copy of the insurance policy or certificate of insurance; (v) Any other information the Airport Director deems necessary to implement this Regulation.

- b. Nothing in this Schedule of General Rates, Charges, and Fees shall be deemed to grant Commission approval to conduct any commercial activity or other activity upon the Airport without prior express written approval and upon such further terms and conditions as may be prescribed in such approval.

**706. RENTAL CAR OPERATIONS**

**Non-Tenant Vehicle Rental Businesses**

706.01 Rental car operators conducting business by providing vehicles to passengers at or picked up at the Airport, and using Commission provided driveways, Terminal curb areas and other Airport facilities (the "Concession"), operating at the Airport without a Concession agreement with the Commission shall obtain a permit to do so from the Commission ("Permit") and pay to the Commission a fee (the "Fee") of ten percent (10%) of all monthly gross receipts derived from rental of vehicles to passengers picked up at the Airport. No rental car business shall be conducted without a Permit.

706.02 A rental car operator, conducting business without a Concession agreement but with a Permit ("Permittee") shall separately state and collect the ten percent of gross receipts to be paid to the Commission in all rental contracts for all rentals, services, or fees paid by its customers. Such amount shall be identified as "Concession Rent" on each rental contract. Any such amounts collected by Permittee shall be included in the Gross Receipts. The Concession Rent amounts collected shall be subject to an allowable recoupment fee or concession fee recovery by the Permittee such recoupment fee shall not make the Concession Rent to exceed 10%. The Commission shall have the right to modify or delete this requirement upon thirty (30) days' written notice to each Permittee if it concludes, in its sole discretion, that its treatment of such a fee is not in the best interest of the Commission, is contrary to accepted industry practices, or is unlawful.

706.03 Within ten (10) days after the end of each calendar month in which rental car operations covered by this Regulation have been conducted, Permittee shall submit to the Commission payment of the Fee together with a duly certified statement of gross receipts derived from such operations in such form and detail as the Commission may from time to time specify, verifying the amount of such Fee that is due and payable for such month. The Commission reserves the right to audit the Permittee's books regarding such operations, including the general ledger, and records of receipts at any reasonable time, for the purpose of verifying the gross receipts reported by the Permittee hereunder. No demand of payment or performance of any obligation of Permittee hereunder need be made, but it shall be the duty of the Permittee to pay monies and perform all other obligations hereunder when due without demand. Failure to pay any amount or to perform any other obligation when due hereunder shall entitle the Commission, in addition to any other remedy, to revoke or suspend the Permittee's Permit upon issuance of written notice of the violation(s) and failure of the Permittee to cure same within the time specified therein, until any such violation is cured.

706.04 The term "gross receipts" as used herein shall mean, for all purposes hereof, the aggregate of the entire amount of all revenues received and services performed for cash, on credit or otherwise, of every kind, name and nature arising out of or from

Permittee's operations at or from the Airport, regardless of actual collection, including without limitation:

- a. Amounts paid by customers of Permittee for the rental of keeping of motor vehicles pursuant to daily or time charge and or mileage charges.
- b. Amounts paid by customers of Permittee separately billed as additional charges in consideration for waiver by Permittee of its right to recover from customers for damage to the vehicle rented (commonly referred to as collision damage waiver "CDW" or loss damage waiver "LDW"), including unbundled CDW or LDW (unbundling commonly referred to as Rental Car Companies' practices of having agreements with customers that stipulate an "all inclusive" rate that, in addition to time and mileage, may include loss damage waiver, collision damage waiver, liability insurance supplement, personal accident insurance, and personal effects coverage);
- c. Any charges separately billed to customers for prepaid fueling or as reimbursement for refueling an automobile which is rented pursuant to a rental agreement under which the customer is obligated to return the automobile with the same amount of gasoline as furnished at the inception of the rental (commonly referred to as "fuel to fill");
- d. The amount of any corporate or volume discounts or rebates;
- e. Charges for vehicle exchanges.
- f. Any charges separately billed to customers of Permittee for Vehicle License Fee ("VLF") including all items included in the VLF line item except federal, state, or municipal sales taxes or other similar taxes such as property taxes;
- g. Charges for the rental of accessories, including but not limited to, mobile phone, infant seats, ski racks, bike racks, GPS devices, etc.;
- h. Drop charge fees, intercity fees payable to Permittee, and payment in lieu of rent, such as charges to customers for vehicles that are out of service for repairs;
- i. Charges to or fees received from customers for the late return of vehicles;
- j. Any current or future fees or charges which are not expressly excluded from Gross Receipts by the Commission; and
- k. Any charges to or amounts commonly referred to as concession recoupment fees.
- l. Except:
  1. The amount of any federal, state or municipal sales or other similar taxes separately stated and collected from customers of Permittee now or hereinafter levied or imposed and remitted to a government agency;
  2. Any sums received by Permittee as compensation for damage to automobiles or other property of Permittee, or for loss, conversion, or abandonment of such automobiles;
  3. Customer Contract Fee (as defined later in this section).

706.05 Permittee's automobile vehicles used to pick up or drop off customers at the Airport shall be covered by auto liability insurance providing coverage for bodily injury and property damage, in the single limit amounts of not less than \$1,000,000. The Commission shall be furnished a copy of said certificate of insurance, in which the Commission shall be named an additional insured, with satisfactory assurance that said insurance will not be canceled without thirty (30) days prior written notice of such cancellation to the Commission.

706.06 Persons not having a Concession agreement or other authorization from the Commission shall not rent vehicles to passengers to be picked up at the Airport, without a Permit issued in compliance with this and other Regulations of the Commission. Any Person desiring such a Permit may obtain one by filing an application with the Airport Director on forms provided by the Commission information to be furnished by applicants shall include, but may not be limited to, the following: (i) Name, form of business entity of Applicant and place of formation or incorporation; (ii) Address of applicant and designation of person and address to whom all correspondence from the Commission should be directed; (iii) Agent and registered address for service of legal process; (iv) Proof of insurance coverage required by this Regulation, including a copy of the insurance policy or certificate of insurance; and (v) any other information the Airport Director deems necessary properly to implement this Regulation. Permits issued hereunder shall expire, unless sooner terminated, on June 30 of each year. Applications for renewal permits shall follow the same procedures as for permits hereunder.

706.07 **Rental Car Customers**

- a. Each Rental Car Customer using Commission-approved Airport facilities as the origin for the rental pick-up or delivery of rental cars or as the origin or destination for being transported or shuttled to off-airport locations for the rental of rental cars, shall pay to the Rental Car Company from which it rents a car fee (the "Customer Contract Fee") of \$3.00 per Rental Car Transaction. The Rental Car Company shall hold all Customer Contract Fees in trust for the benefit of the Commission and pay them to the Commission.
- b. For purposes of this Section, the term "Rental Car Customer", shall mean any person or entity who rents a car, truck or other motorized vehicle.
- c. For purposes of this Section, the term "Rental Car Company" shall mean any person or entity who rents cars, trucks, or other motorized vehicles or who picks up customers in contemplation of renting cars, trucks or other motorized vehicles at the Airport all whether pursuant to a Concession agreement, a Permit or otherwise.
- d. For purposes of this Section, the term "Rental Car Transaction" shall mean the rental of one car, truck or other motorized vehicle by one person, one entity, or one combination of persons and/or entities for an uninterrupted period of time.

707. **PUBLIC VEHICLE PARKING RATES**

- 707.01 The Commission may charge and collect rates for the use of its public Vehicle parking facilities. Charges will be determined by the lot type and amount of minutes per vehicle, per day, with a maximum 24 hr rate. Current rates may be found on Attachment A - Schedule of General Rates, Charges, and Fees.
- 707.02 Airport parking lots are available on a *first come, first served* basis. Handicap spaces are located near the covered walkway in both the Short Term and Long Term lots.
- 707.03 Commuter airline employees parking in the Long Term lot shall pay an amount per month. A discount may be applied for a 12 month purchase. Refunds of the monthly fee will not be issued. Refunds of the annual fee will be based on the number months remaining in the calendar year after notice is received from the commuter employee, and the discount, if any, will be forfeited. Refund calculation is based on amount per month charge assessed for each month in the calendar year prior to and including the month a refund request is received from the commuter employee. Current rates may be found on Attachment A - Schedule of General Rates, Charges, and Fees.

708. **TENANT EMPLOYEE PARKING LOT**

708.01 Parking for tenants and employees of tenants will be provided by the Commission, who reserves the right to charge a reasonable fee for the use of the employee parking areas.

709. **INSURANCE REQUIREMENTS**

709.01 General Requirements

- a. Except under the terms and conditions of a lease, license, contract, permit or other agreement issued by the Commission which provides for a different limit, any Person conducting a commercial operation of any kind on or from the Airport shall be required to provide and maintain, at such Person's sole expense, insurance coverage provided by a company or companies acceptable to the Commission. The Commission, the City of Cedar Rapids, their officials, agents and employees, shall be named as additional insureds for all such coverage. Coverage shall be maintained in the minimum amounts. Current Insurance rates may be found in "Attachment B – Current Schedule of Minimum Insurance Coverage."
- b. For activities conducted on the runways or taxiways at the Airport, liability insurance coverage for property damage and bodily injury in the single limit amount listed in "Attachment B – Current Schedule of Minimum Insurance Coverage"; and
- c. For activities conducted in the AOA, liability insurance coverage for property damage and bodily injury in the single limit amount listed in "Attachment B – Current Schedule of Minimum Insurance Coverage."; and
- d. For all activities conducted outside the AOA, combined single limit liability insurance coverage listed in "Attachment B – Current Schedule of Minimum Insurance Coverage." ; and
- e. Workmen's Compensation insurance covering all employees of such commercial operation in the amounts required by law.
- f. All ground transportation operators, including Permittees, shall maintain, auto liability insurance providing coverage for bodily injury and property damage, in the single limit amounts as set forth by the State of Iowa. The amounts and kinds of insurance required under a lease, contract, license, permit, or other agreement may be different from that herein, but in no case shall such insurance coverage be less than the minimums herein specified.
- g. Every Person required to provide and maintain insurance coverage shall provide certificates of insurance evidencing such coverage in a form and manner as may be specified by the Commission, including additional insured and governmental immunities endorsements.

709.02 The Commission shall review the insurance requirements annually to compare them with industry standards and availability.

709.03 Minimum Standards Insurance Requirements

- a. Commercial operators shall be required to provide and maintain, at such Person's sole expense, insurance coverage with a company or companies acceptable to the Commission. The Commission shall specify the coverage required. The Commission, the City of Cedar Rapids and their officers and employees shall be named as additional insureds. The minimum amounts of insurance coverage are as follows:
- b. Fixed Based Operators shall be required to provide and maintain, at a minimum,
  - (i) public liability insurance issued by an insurance company or companies

acceptable to the Commission, with combined single limits of not less than \$10,000,000, which provides coverage for public liability, property damage, bodily injury, and automotive and on-airport automotive liability both licensed and unlicensed, (ii) not less than \$1,000,000 of hangar keeper and aircraft liability insurance coverage, and (iii) not less than \$1,000,000 products liability insurance coverage. Current insurance requirements may be found in "Attachment B – Current Schedule of Minimum Insurance Coverage."

c. Specialized Aviation Service Operators

1. Aircraft Maintenance and Repair Services – shall be required to provide and maintain at a minimum, (i) public liability insurance issued by an insurance company or companies acceptable to the Commission, with combined single limits of not less than \$1,000,000, which provides coverage for public liability, property damage, bodily injury, and automotive and on-airport automotive liability both licensed and unlicensed, (ii) not less than \$1,000,000 of hangar keeper and aircraft liability insurance coverage, and (iii) not less than \$1,000,000 products liability insurance coverage. Current insurance requirements may be found in "Attachment B – Current Schedule of Minimum Insurance Coverage."
2. Avionics, Instrument, and/or Propeller Maintenance Services – shall be required to provide and maintain at a minimum, (i) public liability insurance issued by an insurance company or companies acceptable to the Commission, with combined single limits of not less than \$1,000,000, which provides coverage for public liability, property damage, bodily injury, and automotive and on-airport automotive liability both licensed and unlicensed, (ii) not less than \$1,000,000 of hangar keeper and aircraft liability insurance coverage, and (iii) not less than \$1,000,000 products liability insurance coverage. Current insurance requirements may be found in "Attachment B – Current Schedule of Minimum Insurance Coverage."
3. Aircraft Rental/Flight Training Services - shall be required to provide and maintain , at a minimum, public liability insurance issued by an insurance company or companies acceptable to the Commission, with combined single limits of not less than \$1,000,000, with a per seat limit of \$100,000. Current insurance requirements may be found in "Attachment B – Current Schedule of Minimum Insurance Coverage."
4. Aircraft Sales - shall be required to provide and maintain at a minimum, public liability insurance issued by an insurance company or companies acceptable to the Commission, with combined single limits of not less than \$1,000,000. Current insurance requirements may be found in "Attachment B – Current Schedule of Minimum Insurance Coverage."
5. Air Taxi & Non-Scheduled Services – shall be required to provide and maintain at a minimum, aircraft liability insurance and comprehensive form general liability insurance, covering bodily injury, personal injury, property damage, cross-liability, products/completed operations liability, premise liability, and contractual liability specifying this Agreement, with a liability limit of not less than five million dollars (\$5,000,000) combined single limit per occurrence, on occurrence form policy. Current insurance requirements may be found in "Attachment B – Current Schedule of Minimum Insurance Coverage."
6. Other Commercial Aeronautical Activities - Limits of liabilities shall be determined by type of service and products being offered and shall be defined in a permit, agreement or other contractual document with the Commission.



d. Independent Operators

1. Mechanics - shall be required to provide and maintain at a minimum, public liability insurance issued by an insurance company or companies acceptable to the Commission, with combined single limits of not less than \$1,000,000. Current insurance requirements may be found in "Attachment B – Current Schedule of Minimum Insurance Coverage."
2. Flight Instructors - shall be required to provide and maintain at a minimum, public liability insurance issued by an insurance company or companies acceptable to the Commission, with combined single limits of not less than \$1,000,000, with a per seat limit of \$100,000. Current insurance requirements may be found in "Attachment B – Current Schedule of Minimum Insurance Coverage."

710. **NON-SIGNATORY AIRLINES**

710.01 Any Carrier operating into the Airport that is not operating under a contractual agreement with the Commission shall provide at such company's sole expense, insurance coverage of a type and in amounts, and with a company or companies acceptable to the Commission in which insurance the Commission, the City of Cedar Rapids and their officers and employees shall be named as additional insured's, in the following minimum amounts:

- a. Aircraft liability insurance and comprehensive form general liability insurance, covering bodily injury, personal injury, property damage, cross-liability, products/completed operations liability, premise liability, and contractual liability specifying this Agreement, with a liability limit of not less than three hundred million dollars (\$300,000,000) combined single limit per occurrence, on occurrence form policy. Said limit shall be reduced to one hundred million dollars (\$100,000,000) where Airline's maximum seating capacity on any airplane operated by Airline is sixty (60) or less. With respect to coverage for products/completed operations and personal injury, except with respect to passengers, a sublimit of not less than twenty five million dollars (\$25,000,000) per occurrence, and in the annual aggregate, shall be permitted with the approval of the Commission. Said aircraft liability shall be applicable to owned, non-owned, and hired aircraft. Current insurance requirements may be found in "Attachment B – Current Schedule of Minimum Insurance Coverage."
- b. Liquor liability insurance for Airline serving alcoholic beverages in an amount not less than ten million dollars (\$10,000,000) per occurrence. Current insurance requirements may be found in "Attachment B – Current Schedule of Minimum Insurance Coverage."

## CHAPTER 800 - GROUND TRANSPORTATION

### 800. GENERAL PROVISIONS

### 801. DEFINITIONS

For purposes of this Chapter 800, the following definitions shall be used:

- 801.01 "Airport" means The Eastern Iowa Airport.
- 801.02 "Airport Shuttle" means any motor vehicle:
- a. which is plainly-marked and identified, and is designed or constructed, as a van;
  - b. which provides transportation service from the Airport pursuant to a regular schedule along one or more state-designated routes, including routes within the Cedar Rapids Metro Area;
  - c. which meets all requirements prescribed by the Cedar Rapids Municipal Code the Code of Iowa applicable to airport shuttle operations; and
  - d. which is not a Luxury Limousine or a Taxicab.
- 801.03 "Commission" means the Cedar Rapids Airport Commission.
- 801.04 "Charter Bus" means any motor vehicle:
- a. which is a commercial motor vehicle, as defined by "applicable state law" except that it shall be designed to transport seventeen (17) or more persons, including the driver;
  - b. which is used to transport a group of persons who, pursuant to a common purpose and under a single contract (entered into at least 48 hours prior to the departure of the vehicle from its point of origin) and at a fixed charge for the vehicle, have acquired the exclusive use of the vehicle to travel together as a group to a specified destination or for a particular itinerary, either agreed upon in advance or modified by the charter group after having left the place of origin; and
  - c. which cannot provide service to anyone who is not a member of the group that entered into the contract for service, and cannot provide pickup or delivery service at any intermediate points.
- 801.05 "Concession Agreement" means an agreement for ground transportation services entered into between the Commission and an Operator as a result of a public solicitation process.
- 801.06 "Conventional Ground Transportation Services Provider" means:
- a. A person or entity that is under contract with a company, convention, conference, seminar or tourism group to provide ground transportation services for specific persons, and whose services are paid for by the company, convention, conference, seminar or tourism group; or
  - b. a person or entity that has been designated by a convention, conference, seminar or tourism group as its preferred ground transportation provider to convention, conference or seminar attendees or tourists, and whose services are paid for by the attendees or tourists.
  - c. The term "Convention Ground Transportation Services Provider" shall include third parties engaged by a Convention Ground Transportation Services Provider to provide any of the above ground transportation services in 6(a) or 6(b).

- 801.07 "Digital network" means an online-enabled application, internet site, or system offered or utilized by a transportation network company that enables transportation network company riders to prearrange rides with transportation network company drivers.
- 801.08 "Driver" means any individual who operates a Taxicab, Airport Shuttle, Charter Bus, Hotel/Motel Courtesy Vehicle, Luxury Limousine, Military Transport Vehicle, Mass Transit Bus, Commercial Bus, Off-Airport Parking Courtesy Vehicle, or Temporary Ground Transportation Vehicle on the Ground Transportation System.
- 801.09 "Driver Standards and Criteria" shall have the meaning assigned such phrase in Section 801.
- 801.10 "Ground Transportation Service" means Any business or commercial operation that provides taxicab, Airport Shuttle, Charter Bus, Hotel/Motel Courtesy Vehicle, Luxury Limousine, Military Transport Vehicle, Mass Transit Bus, Commercial Bus, Off-Airport Parking Courtesy Vehicle, or Temporary Ground Transportation Vehicle on the Ground Transportation System.
- 801.11 "Ground Transportation System" means the system of roadways, parking areas, curbs, and abutting sidewalks owned, operated, and regulated by the Commission.
- 801.12 "Gross Parking Revenues" means any and all revenue generated by an Operator from Parking Customers who utilize the Airport and shall include all monies paid or payable to Operator or Operator's subcontractor or supplier of services for sales made or services performed at or from the Airport or on Operator's off-airport parking facilities, regardless of when, where, or whether the business transaction occurs on or off Airport property, including all revenues of every kind and character derived from, arising out of, or payable on account of the business conducted by Operator, subcontractor, supplier of services, or from the operations of Operator, whether payment is made by cash, credit card, pre-paid card, coupon, discount, barter of goods or services, or otherwise, and whether the same shall be paid or unpaid; provided, however, that any sales or use taxes, separately stated and paid by Parking Customers now or hereafter levied or imposed shall be excluded. It shall be presumed that all Parking Customers utilize the Airport unless the Operator demonstrates otherwise to the satisfaction of the Commission. In order to establish that less than all Gross Parking Revenues are derived from Parking Customers who utilize the Airport, the Operator shall, at a minimum, segregate and maintain records of all parking transactions for persons who did not use the Airport, together with a statement (which shall be included in the parking agreement or attached thereto) completed and separately signed by such customer, in the following form:
- I hereby certify that I did not use The Eastern Iowa Airport during the time period my vehicle was parked at this facility.
- Signature \_\_\_\_\_
- Printed Name \_\_\_\_\_
- Date \_\_\_\_\_
- Any revenue or receipts derived by an Operator pursuant to any parking agreement that does not contain or have attached thereto such statement separately signed by the customer shall be deemed Gross Parking Revenues.
- 801.13 "Hotel/Motel Courtesy Vehicle" means any motor vehicle providing free transportation service between the Airport and hotels and/or motels to patrons of such hotels and/or motels.
- 801.14 "Interstate Commerce" means commerce between any place in a state and any place in another state.

- 801.15 "Interstate Commercial Bus" means any motor vehicle engaged to transport persons in Interstate Commerce and which is designed or constructed to transport more than fifteen (15) passengers plus the Driver that is not a Charter Bus.
- 801.16 "Intrastate Commerce" means commerce between any two places within a state.
- 801.17 "Intrastate Commercial Bus" means any motor vehicle:
- a. engaged to transport persons in Intrastate Commerce;
  - b. which is designed or constructed to transport more than fifteen (15) passengers plus the Driver; and
  - c. which provides transportation service from the Airport pursuant to a regular schedule along one or more designated routes, for passengers whose destination is outside the Cedar Rapids Metro area.
- 801.18 "Luxury Limousine" means any luxury motor vehicle:
- a. which has either a standard or extended wheelbase and additional rear seating capacity, area and comforts, but is designed or constructed to transport not more than fifteen (15) passengers plus the Driver;
  - b. which transports passengers for hire by prearrangement for their exclusive use over an irregular route, with the destination determined by the passengers at the time of arranging such transportation; and
  - c. which is not an Airport Shuttle or a Taxicab.
- 801.19 "Mass Transit Bus" means any motor vehicle operated by a transit authority.
- 801.20 "Monthly Gross Parking Revenue Report" means the detailed report of Gross Parking Revenues, in a form acceptable to the Airport's Finance Department, which Operator shall provide the Commission on a monthly basis and at Operator's sole cost and expense, on or before the 10th day of the month following the month in which the Gross Parking Revenues were received and shall include the Monthly Vehicle Fee under Section 811 of these Regulations.
- 801.21 "Off-Airport Parking Operator" means any person or entity that owns and/or operates an off-Airport public parking facility and operation and transports Parking Customers to and from the Airport from such facilities and does not have a lease or concession agreement with the Commission for having offices or other facilities on Airport property from which to conduct such business.
- 801.22 "Off-Airport Parking Courtesy Vehicle" means any motor vehicle providing free transportation service between the Airport and Off-Airport Parking Facilities to Parking Customers.
- 801.23 "Operator" means the person or entity that owns and/or operates a Ground Transportation Service.
- 801.24 "Operator Permit" means a valid permit issued to an Operator by the Commission in its sole discretion to utilize the Ground Transportation System to operate a Ground Transportation Service.
- 801.25 "Parking Customer" means any person who utilizes an Operator's off-Airport parking facilities.
- 801.26 "Personal vehicle" means a noncommercial motor vehicle that is used by a transportation network company driver and is owned, leased, or otherwise authorized for use by the transportation network company driver. "Personal vehicle" does not include a taxicab, limousine, or other vehicle for hire.

- 801.27 "Prearranged Pickup" means a reservation for a Ground Transportation Service made by a passenger with an Operator or Driver prior to the Driver's arrival at the Airport.
- 801.28 "Prearranged Ride" means the provision of transportation by a transportation network company driver to a transportation network company rider. A prearranged ride begins when a driver accepts a ride request from a rider through a digital network controlled by a transportation network company, continues while the driver transports the requesting rider, and ends when the last requesting rider departs from the driver's personal vehicle. A prearranged ride does not include transportation provided using a taxicab, limousine, or other vehicle for hire, or a shared expense carpool or vanpool arrangement.
- 801.29 "Solicitation" means to make petition to, to strongly urge, entice, to try to obtain by requests or pleas, or to otherwise influence any person to occupy or engage Operator's vehicle for transportation from the Airport.
- 801.30 "Taxicab" means any motor vehicle meeting the requirements prescribed by Cedar Rapids Municipal Code, or the Code of Iowa applicable to taxicab operation, or other appropriate regulatory agencies having jurisdiction over the operation of taxicabs in the Cedar Rapids Metro area or the State of Iowa.
- 801.31 "Temporary Ground Transportation Vehicle" means a luxury limousine or charter bus operating pursuant to Section 810.
- 801.32 "Transportation Network Company" or "TNC" means a corporation, partnership, sole proprietorship, or other entity that operates in this state and uses a digital network to connect transportation network company riders to transportation network company drivers who provide prearranged rides. A transportation network company is not deemed to control, direct, or manage a transportation network company driver that connects to its digital network, or the driver's personal vehicle, except as agreed to by the company and the driver pursuant to a written contract..
- 801.33 "Transportation Network Company Driver" means an individual who does all of the following:
- a. Receives connections to potential transportation network company riders and other related services from a transportation network company in exchange for payment of a fee to the transportation network company.
  - b. Uses a personal vehicle to offer or provide prearranged rides to transportation network company riders upon connection through a digital network controlled by a transportation network company in return for compensation or payment of a fee.
- 801.34 "Transportation Network Company Rider" means an individual or group of individuals who use a transportation network company's digital network to connect with a transportation network company driver to request a prearranged ride for the individual or group of individuals, and who receive the prearranged ride in the driver's personal vehicle between locations chosen by the individual or group of individuals.
- 801.35 "Vehicle License" means a taxicab vehicle license issued by Cedar Rapids City Clerk.
- 801.36 "Waiting Area" means with respect to Taxicabs, Airport Shuttles, Charter Buses, Hotel/Motel Courtesy Vehicles, Luxury Limousines, Military Transport Vehicles, Mass Transit Buses, Interstate Commercial Buses, Intrastate Commercial Buses, Temporary Ground Transportation vehicles Convention Ground Transportation Services Providers, and Off-Airport Parking Courtesy Vehicles the specific areas separately designated from time to time in writing by the Airport Director of the Commission or his designee as the area to be used by each such type or class of vehicle or service provider for the loading or unloading of passengers and baggage.

802. **GENERAL STANDARDS AND PROVISIONS.**

802.01 RIDE Act and Other Laws.

802.02 Nothing in this Chapter shall be construed to contradict or contravene 49 U.S.C. § 14501 or any other federal, state, or local law.

802.03 Any provider of ground transportation at the Airport that are subject to 49 U.S.C. § 14501 in any particular case may, but is not required to, comply with all provisions of this Chapter relevant to the particular classification(s) of ground transportation being provided. In the alternative, any provider of ground transportation may, for any individual trip, present the Commission with sufficient evidence that the operation at issue is subject to one or more provisions of 49 U.S.C. § 14501. Anyone wishing to do so must present the Commission with copies of all federal and state permits, licenses, and certificates applicable to the vehicle being used and the driver for the vehicle (or sufficient evidence thereof), as well as one of the following:

- a. Sufficient documentation or other evidence to establish that the vehicle is subject to jurisdiction under 49 U.S.C § 13501 *et seq.* and is providing transportation services to passengers on an interstate route;
- b. Sufficient documentation or other evidence to establish that the vehicle is providing charter bus transportation; or
- c. Sufficient documentation or other evidence to establish that the vehicle is providing pre-arranged ground transportation, as that term is defined in 49 U.S.C. § 13102(19), pursuant to a contract for (a) transportation of passengers from the Airport, including intermediate stops, to a destination in a state other than Iowa, or (b) transportation of passengers from the Airport, including intermediate stops in another state, to a destination in Iowa. The term "intermediate stops" shall have the meaning set forth in 49 U.S.C. § 14501(d) (2).
- d. Ground transportation providers are strongly encouraged to provide the above information to the Commission 48 hours in advance of providing the expected transportation service. Any ground transportation provider who provides this information at or near the time of service may experience delays necessitated by the Commission's review of the information and the need to direct the vehicle to the appropriate pick-up area.
- e. Any ground transportation provider availing itself of the provisions of this Section must use the cell phone parking area to pick up its passengers and may not utilize the Waiting Area or any other Airport ground transportation facilities.
- f. Further, any ground transportation provider availing itself of the provisions of this Section must comply with all provisions of this Chapter that are not implicated by 49 U.S.C. § 14501.

802.04 Operator Standards and Criteria.

- a. Each Operator shall apply for and obtain an Operator Permit or be operating under a concession agreement with the Commission prior to commencing business at the Airport. A separate Operator Permit shall be obtained for each type or class of Ground Transportation/service. Operator Permits will be issued strictly in accordance with the standards set forth in these Regulations and not according to those used by other governmental and regulatory agencies. Any Operator violating this subparagraph may be prohibited from operating at the Airport.
- b. Each Operator shall pay all required fees prior to commencing business at the Airport and shall notify the Commission within three (3) days of any changes to any of the information furnished to the Commission. The Commission may

suspend and/or revoke the Operator Permit of any Operator failing to so pay and/or notify the Commission.

- c. Each Operator shall operate strictly in accordance with these Regulations and all applicable federal, state, and local laws, statutes, rules, regulations, certificates of Commission and licenses. Each Operator shall require each of its Drivers to operate strictly in accordance with these Regulations and all applicable federal, state, and local laws, statutes, rules, regulations, certificates of authority and licenses.
- d. Each Operator shall operate only that type or class of ground transportation service which meets the definition of that type of service contained in these Regulations and for which the Operator holds an Operator Permit. Each of Operator's vehicles engaged in ground transportation services at the Airport may operate only under one type of Operator Permit. No person may provide any form of ground transportation services beyond those described in these Regulations. Any Operator violating this subparagraph may be prohibited from operating at the Airport. Violations of this subparagraph shall constitute a Class C offense, as defined in Section 803.04 hereinbelow. (All references to offenses shall be to those set forth in Section 803.04).
- e. Operators shall not engage in Solicitation of customers or attempt to entice, or otherwise influence any person to occupy or engage a vehicle for transportation from the Airport. Operators may not remain in the terminal except for restroom privileges or as permitted under Section 810 of these Regulations. A violation of this subparagraph shall constitute a Class C offense.
- f. Each Operator shall at all times maintain, and furnish the Commission a certificate or other evidence of, automobile liability insurance providing coverage for bodily injury and property damage, in single limit amounts as set forth by the Commission, with a company or companies acceptable to the Commission. Each Operator shall cause the Commission to be named an additional insured in each such policy. Upon the Commission's request, each Operator shall furnish satisfactory evidence that such insurance is in effect and will not be cancelled without at least thirty (30) days prior written notice of cancellation to the Commission.
- g. Each Operator shall, at its own expense, pay all federal, state, and local taxes, which may be assessed against it or its equipment while in or upon the Airport, as well as all federal, state, and local taxes assessed in connection with the providing of Ground Transportation Service from the Airport.
- h. All Operators shall maintain records and controls, which are sufficient to demonstrate the amounts of the revenues derived by the Operator from providing Ground Transportation Service from the Airport and the amounts paid by the Operator to the Commission. Such records shall be made available to the Commission's representatives for inspection and examination at any time during usual business hours, including any time within three years after the Operator ceases to provide ground transportation services from the Airport.
- i. All operators will meet City of Cedar Rapids requirements outlined in Chapter 52: Taxicabs , as applicable.

802.05 Driver Standards and Criteria While at the Airport.

Drivers shall at all times observe and comply with the following standards and criteria (the "Driver Standards and Criteria"):

- a. At all times while operating at the Airport, Drivers shall display all permits required by applicable federal, state and local laws, statutes, rules, regulations and ordinances. For example, all Taxicab Drivers shall display a Cedar Rapids-

issued decal containing the name of the taxicab company, the number of the taxicab and the telephone number of Cedar Rapids complaint/comment line. Any Driver violating this subparagraph may be prohibited from operating at the Airport.

- b. At all times while operating at the Airport, Drivers shall comply with all applicable federal, state and local laws, statutes, rules, and regulations. For example, all Taxicab Drivers shall ensure that the taxi rate cards issued by the City of Cedar Rapids are displayed and available for distribution in the passenger compartment of their Taxicabs. If a Driver does not possess and display such cards, so as to be readily visible in the passenger compartment of the vehicle, or otherwise fails to comply with all applicable federal, state, and local laws, statutes, rules regulations and ordinances, the Driver may be prohibited from operating at the Airport.
- c. Drivers shall not engage in Solicitation of customers or attempt to entice, or otherwise influence any person to occupy or engage a vehicle for transportation from the Airport. A violation of this subparagraph shall constitute a Class C offense.
- d. Drivers shall remain in the immediate vicinity of their vehicles at all times, except when specifically otherwise instructed by the Commission. Drivers may not remain in the Terminal except for restroom privileges or as permitted under Section 810 of these Regulations. A violation of this subparagraph shall constitute a Class C offense.
- e. Without exception, Drivers may not permit any persons, other than an Operator, a bona fide trainee and/or the passenger(s) who has engaged the Driver to transport from the Airport, to be in, occupy or use Driver's vehicle on the Airport. No trainee shall be permitted to ride in another Driver's vehicle for more than three consecutive days. Additionally, Drivers shall not transport or otherwise permit in the Driver's vehicle any animal, unless such animal belongs to the passenger(s) whom the Driver has been engaged to transport from the Airport. A violation of this subparagraph shall constitute a Class B offense.
- f. Drivers shall park only in the Waiting Area designated for their vehicle, and only for so long as reasonably necessary to provide services. Vehicles may not be stored in the Waiting Area. Drivers shall not block, delay, or otherwise interfere with normal progress of any other traffic, including other providers of ground transportation. A violation of this subparagraph shall constitute a class D offense.
- g. Drivers shall not sleep, nap or "doze off" while in any vehicle on the Airport. A violation of this subparagraph shall constitute a class A offense.
- h. Drivers shall conform to Airport speed limits and other traffic and parking regulations and shall operate their vehicles in a safe manner at all times. A violation of this subparagraph shall constitute a class D offense.
- i. Drivers shall maintain personal appearance and grooming so as to present a favorable image at all times while the Driver is providing service from the Airport. Drivers shall be hygienically clean and suitably dressed. "Suitably dressed" means:
  - 1. If the Driver is male, full length trousers or (only between May 15th and September 15th ) knee-length shorts which are clean, not denim and not cutoffs, a shirt with a collar (with or without an appropriate tie), neat and clean footwear, and proper hosiery; and
  - 2. If the Driver is female, a dress, skirt, trousers, slacks of appropriate length and design or (only between May 15th and September 15th ) knee-length



shorts which are clean, not denim and not cutoffs, a shirt or blouse, neat and clean footwear, and proper hosiery.

3. For all Drivers, Drivers' clothing shall not have frays, rips, tears, or holes, and shall be neat and clean, No Driver may wear t-shirts, tank tops, body suits, swim-wear, jogging suits, athletic shorts or trunks, or undergarments worn as outer garments or so as to be otherwise visible to the casual observer. Drivers shall not wear sandals, shower clogs, and similar types of footwear at the Airport. Drivers shall keep their hair neatly trimmed, combed, and well-groomed at all times while providing service from the Airport. A violation of this subparagraph shall constitute a class A offense.
  - j. Drivers shall not engage in loud, profane, threatening, or abusive language, disruptive conduct, fighting, any form of card playing, gambling or other games of chance at the Airport. A violation of this subparagraph shall constitute a class D offense.
  - k. Drivers shall be courteous at all times and shall assist passengers with the handling of the passengers' luggage into and out of their vehicle. Drivers shall not, however, be required or permitted to perform any service normally or traditionally performed by "Sky Caps" when a Sky Cap is on duty. A violation of this subparagraph shall constitute a class A offense.
  - l. Drivers shall not litter at the Airport or deposit household trash in Commission receptacles. A violation of this subparagraph shall constitute a class A offense.
  - m. Drivers shall not perform any preventive or other maintenance or repairs on their vehicles on the Airport.
  - n. Drivers shall not bring or consume alcoholic beverages or illegal drugs on the Airport. A violation of this subparagraph shall constitute a class D offense.
  - o. Drivers shall not bring any deadly or dangerous weapon on the Airport. No Driver may at any time display or use any deadly or dangerous weapon at the Airport. No Driver may under any circumstances carry any deadly or dangerous weapon into the Airport terminal or other building at the Airport. A violation of this subparagraph shall constitute a class D offense.
- 802.06 Drivers are subject to random inspection by the Commission at any time and without advance notice to determine compliance with the standards and other provisions of this Chapter. Such inspections shall be conducted at the time and in the place designated by the Commission. Any Driver failing to pass such an inspection shall depart the Airport immediately, shall not be permitted to load passengers at the Airport until all unsatisfactory condition(s) are corrected, and shall be subject to such additional sanctions as may be provided for under these Regulations.
- 802.07 Drivers shall attend a Customer Service training program conducted by Airport trainers at a location determined by the Airport Director.
- 802.08 Vehicle Condition and Inspection. Each of Operator's vehicles in service at the Airport shall at all times be maintained by the Operator, at its own cost and expense, in good operating order and free from known or reasonably discernable mechanical defects, and shall be kept in "clean, neat and attractive condition, inside and out. Each of Operator's vehicles shall meet applicable Cedar Rapids and State of Iowa standards in addition to meeting or exceeding the following standards for its vehicles:
- a. The interior of all vehicles, including the luggage compartment, shall be maintained in a condition so as to be free of grease, dirt, and trash. Interior seat fabric shall not be torn or ripped.
  - b. The exterior of all vehicles shall be clean and undamaged, including the body of the vehicle, all paint surfaces, glass, hubcaps, lights, grills, and bumpers.

- c. All vehicles shall not excessively leak oil or otherwise soil or damage the Ground Transportation System or other Airport premises.
- d. Each Operator's vehicles shall be identified by the same color scheme, identifying design, monogram, and/or insignia, all of which shall be professionally painted, with identification of sufficient size so as to be readily legible.
- e. All vehicles shall, at a minimum, conform to the maximum model year, safety conditions, and operating equipment (including air conditioning and seat belts) that would be required by all applicable laws.
- f. If any of Operator's vehicles develops mechanical problems of any kind while on Airport premises, such vehicle shall be taken off the Airport at Operator's expense.

802.09 All vehicles are subject to random inspection by the Commission at any time and without advance notice to determine compliance with the standards set forth in this Chapter. Such inspections shall be conducted at the time and in the place designated by the Commission. The Driver of any vehicle failing to pass such an inspection shall depart the Airport immediately and shall not be permitted to operate at the Airport until all specified unsatisfactory condition(s) are corrected. Each Operator violation of this subparagraph shall constitute a Class C offense per violation.

802.10 General Traffic. All persons and vehicles operating on the Ground Transportation System shall conform to Airport speed limits and other traffic and parking regulations and shall operate their vehicles in a safe manner at all times. Any licensed driver may discharge passengers and baggage at the Airport; however, only Drivers may transport passengers from the Airport for hire. All persons not holding a Driver Permit and all vehicles not operating pursuant to an Operator Permit shall discharge passengers and baggage only at the departure area of the terminal driveway system.

803. **ENFORCEMENT, PENALTIES AND APPEALS**

803.01 Upon the Commission's determination of the occurrence of any violation of these Regulations, a Commission representative shall advise the Operator or Driver, or both, of the nature of the violation. If the Operator or Driver disputes the Commission's determination, the Operator or Driver shall not attempt an "on the spot" resolution of the dispute, but shall obey the directions and/or instructions of the Commission's representative, and shall thereafter be prohibited from operating at the Airport until such time as the penalty has been paid in full. Payments shall be made to the Airport's Finance Department during normal business hours Monday through Friday.

803.02 In the event that the Operator or Driver is aggrieved by the Commission's determination, the Operator or Driver may thereafter request a hearing in accordance with the procedures set forth in Section 110A of these Regulations. Any person wishing to appeal any determination made as a result of a hearing conducted pursuant to Section 110A of these Regulations shall conduct such appeal in accordance with Section 110B of these Regulations.

803.03 Violations of specific sections of these Regulations are classified in five (5) categories of offenses, with penalties for each category of offense as specified below. The penalty listed is that which shall be assessed for the first such offense by the Driver or Operator. The Commission's Airport Director, in his sole discretion, may assess additional penalties, up to and including permanent revocation of Operator and/or Driver Permit(s), for repeated or egregious violations of these Regulations.

803.04 The categories of offenses and penalties for each category of offense are as follows:

| <u>Category of Offense</u> | <u>Penalty</u> |
|----------------------------|----------------|
| a. Class A                 | \$50.00        |
| b. Class B                 | \$75.00        |
| c. Class C                 | \$100.00       |
| d. Class D                 | \$200.00       |
| e. Class E                 | \$250.00       |

803.05 If the Commission determines that any Operator or Driver has violated any provision of these Regulations for which the penalty is not otherwise stipulated, the penalty shall be as determined by the Commission's Airport Director or his designee.

#### 804. **TAXICAB OPERATORS**

804.01 Privilege of Operating From the Airport. Only those Operators who hold a valid permit from the Commission to provide Ground Transportation Services by Taxicab at the Airport may pick up passengers and baggage at the Airport by taxicab. Furthermore, only Operators who hold a valid taxi permit from the Commission may accept Prearranged Pickups by Taxicab at the Airport.

804.02 Driver Standards and Criteria. Each Taxicab and the Driver thereof shall comply fully with the Driver Standards and Criteria and all of the conditions set forth in the permit issued by the Commission to the Operator.

804.03 Required Fees. The operator is required to pay a parking fee as outlined in Attachment A - Schedule of General Rates, Charges, and Fees.

804.04 Operating Procedures for Taxicabs. The operating procedures for Taxicabs shall be as set forth in the permit issued by the Commission to the Operator with whom the Taxicab Driver is affiliated. The Commission has the right to limit the number of permits for Taxicab Operators.

#### 805. **AIRPORT SHUTTLE OPERATORS**

805.01 Privilege of Operating From the Airport. Only those Operators who hold a valid concession from the Commission to provide ground transportation services by Airport Shuttle at the Airport may pick up passengers and baggage at the Airport by Airport Shuttle. Furthermore, only Operators who hold a valid Airport Shuttle concession from the Commission may accept Prearranged Pickups by Airport Shuttle at the Airport.

805.02 Driver Standards and Criteria. Each Airport Shuttle and the Driver thereof shall comply fully with the Driver Standards and Criteria and all of the conditions set forth in the concession agreement between the Commission and the Operator.

805.03 Operating Procedures for Airport Shuttles. The operating procedures for Airport Shuttles shall be as set forth in the concession agreement between the Commission and the Operator with whom the Airport Shuttle Driver is affiliated. The Commission has the right to limit the number of permits for Airport Shuttle Operators.

#### 806. **CHARTER BUS OPERATORS**

806.01 Operating Procedures for Charter Buses. Each Charter Bus Driver shall request prior approval from the Airport Director for operation for the purpose of scheduled pick up of passengers. After approval, each Charter Bus Driver shall park for no more than one (1) hour at any time and only for the purpose of scheduled pick up of passengers. The charter bus waiting area is located at the west end of Terminal Drive, near the west short term entrance. On the south side of Terminal Drive. Once

notified their scheduled pick up has arrived, the Charter Bus operator shall then proceed to the curb near baggage claim. A Charter Bus may not be left unattended at any time.

**807. HOTEL/MOTEL COURTESY VEHICLE OPERATORS**

807.01 Privilege of Operating from the Airport. Only those Operators who hold a valid Operator Permit to provide ground transportation services by Hotel/Motel Courtesy Vehicle at the Airport may pick up passengers and baggage at the Airport by hotel/motel courtesy vehicle.

807.02 Required Fees. Each Operator of a Hotel/Motel Courtesy Vehicle shall pay required fees as outlined in Attachment A - Schedule of General Rates, Charges, and Fees.

807.03 Operating Procedures for Hotel/Motel Courtesy Vehicles. Each Hotel/Motel Courtesy Vehicle Driver shall park in the Waiting Area for no more than twenty (20) minutes at any time and only for the purpose of scheduled pick up of passengers and baggage.

**808. LUXURY LIMOUSINE OPERATORS**

808.01 Privilege of Operating from the Airport. Only those Operators who hold a valid Operator Permit to provide ground transportation services by Luxury Limousine at the Airport may pick-up passengers and baggage at the Airport by Luxury Limousine.

808.02 Required Fees. For the privilege of providing ground transportation service by Luxury Limousine from the Airport, each Operator or Driver, as applicable, shall pay required fees as outlined in Attachment A - Schedule of General Rates, Charges, and Fees.

808.03 Monthly Vehicle Parking Fee. Each Luxury Limousine Operator shall pay the Commission a monthly fee as outlined in Attachment A - Schedule of General Rates, Charges, and Fees.

808.04 Operating Procedures for Luxury Limousine Operators. Each Luxury Limousine Vehicle Driver shall park in the Designated Area only for the purpose of scheduled pick up of passengers and baggage.

**809. MASS TRANSIT BUS OPERATORS**

809.01 Operating Procedures for Mass Transit Buses. Each Mass Transit Bus Driver shall park in the Bus Stop Area for no more than fifteen (15) minutes at any time and only for the purpose of scheduled pick up of passengers and baggage.

**810. COMMERCIAL BUS OPERATORS**

810.01 Privilege of Operating from the Airport.

810.02 Only those Operators who hold a valid Operator Permit to provide ground transportation services by Interstate or Intrastate Commercial Bus at the Airport shall have the privilege of picking up passengers and baggage at the Airport by interstate commercial bus.

810.03 Each application for an Operator Permit to provide ground transportation services by Interstate or Intrastate Commercial Bus shall be accompanied by the applicant's proposed routes, rates and scheduled departure times, each of which shall be subject to the approval of the Commission prior to the issuance of such an Operator Permit.

810.04 Operating Procedures for Interstate Commercial Buses. Each Interstate or Intrastate Commercial Bus Driver shall park in the designated area for the purpose of scheduled pick up of passengers and baggage.

811. **TEMPORARY GROUND TRANSPORTATION OPERATORS**

- 811.01 Privilege of Operating from the Airport. Only those Operators who hold a valid Operator Permit to provide ground transportation services by Temporary Ground Transportation Vehicle at the Airport may pick up or drop off passengers and baggage at the Airport on a temporary basis. Temporary permits are issued for a period not to exceed Ten (10) days and are available through the Commission's Finance Department.
- 811.02 Required Fees: Operators providing Ground Transportation Service by Charter Bus (other than those operating under Section 804) for the transport of passengers from the Airport on an infrequent or unscheduled basis, shall pay a business privilege fee as outlined in Attachment A - Schedule of General Rates, Charges, and Fees. Operating Procedures for Temporary Ground Transportation Vehicles. Each Temporary Ground Transportation Vehicle Driver shall park in the Waiting Area for no more than twenty (20) minutes at any time and only for the purpose of pick up of passengers and baggage.

812. **CONVENTION GROUND TRANSPORTATION SERVICES PROVIDERS**

- 812.01 Privilege of Operating from the Airport. Only Convention Ground Transportation Services Providers shall be permitted to display signs on behalf of conventions, conferences, seminars, or tourism groups in connection with providing ground transportation services from the Airport. Prior to each convention, conference, seminar or tourism event for which a Convention Ground Transportation Services Provider is engaged to furnish ground transportation services from the Airport, the Convention Ground Transportation Services Provider shall notify the Commission's Finance Department in writing of its intention to provide such services, and shall furnish the Commission with a verifiable copy of the contract or other documentation designating the Convention Ground Transportation Services Provider as a preferred or prearranged ground transportation services provider.
- 812.02 Operating Procedures for Convention Ground Transportation Services Providers:
- a. Each Convention Ground Transportation Services Provider shall park in the Waiting Area and only for the purpose of pick up of passengers and baggage.
  - b. Convention Ground Transportation Services Providers acting under Section 801(A) (6a) may display general signage bearing the group name. Personnel may also stand in the designated area of the baggage claim level in the terminal building and display the name(s) of the individual(s) to be transported and/or general signage bearing the group name.
  - c. Convention Ground Transportation Services Providers acting under Section 801(A) (6b) may only arrive in the Waiting Area when a prearranged reservation has been made and shall remain within 20 feet of the Waiting Area and display the name(s) of the individual(s) to be transported. Solicitation and any display of general signage bearing the group name or misleading wording are prohibited.
  - d. A violation of subparagraph B of this Section shall constitute a Class C offense.

813. **OFF-AIRPORT PARKING COURTESY VEHICLE OPERATOR**

- 813.01 Privilege of Operating from the Airport. Only those Operators who hold a valid Operator Permit issued by the Commission to provide ground transportation services by an Off-Airport Parking Operator and by an Off-Airport Parking Courtesy Vehicle at the Airport and transports Parking Customers to and from the Airport from such facilities may pick up passengers and baggage at the Airport by an Off-Airport Parking Courtesy Vehicle.

- 813.02 Required Fee. Operators providing ground transportation service by Off-Airport Parking Courtesy Vehicle from the Airport, shall pay to the Commission a required fee as outlined in Attachment A - Schedule of General Rates, Charges, and Fees.
- 813.03 Monthly Vehicle Fee. Each Operator shall pay the Commission a monthly vehicle fee as outlined in Attachment A - Schedule of General Rates, Charges, and Fees and such fee shall be included and reported on the Monthly Gross Parking Revenue Report.
- 813.04 Operating Procedures for Off-Airport Parking Courtesy Vehicles. Each Off-Airport Parking Courtesy Vehicle Driver shall park in the Waiting Area for no more than fifteen (15) minutes at any time and only for the purpose of scheduled pick up of parking customers.
- 814. BAGGAGE DELIVERY SERVICE OPERATIONS**
- 814.01 Privilege of Operating from the Airport. Only those Operators who hold a valid Agreement from the Commission to provide baggage delivery services at the Airport may pickup and delivery baggage for airlines that are currently doing business at the Airport.
- 814.02 Required Fee. For the privilege of providing baggage delivery services at the Airport, each Operator shall pay to the Commission a required fee as outlined in Attachment A - Schedule of General Rates, Charges, and Fees and shall be reported on the monthly Gross Revenue Report.
- 814.03 Monthly Vehicle Parking Fee. Each baggage delivery service Operator shall pay the Commission a monthly vehicle parking fee as outlined in Attachment A - Schedule of General Rates, Charges, and Fees.
- 815. TRANSPORTATION NETWORK COMPANY (TNC)**
- 815.01 Privilege of Operating From the Airport. Only those Operators who hold a valid permit from the Commission to provide TNC Services by personal vehicle at the Airport may pick up passengers and baggage at the Airport by personal vehicle. Furthermore, only Operators who hold a valid TNC permit from the Commission may accept Prearranged Pickups at the Airport.
- 815.02 Driver Standards and Criteria. Each TNC Driver thereof shall comply fully with the Driver Standards and Criteria and all of the conditions set forth in the permit issued by the Commission to the Operator.
- 815.03 Required Fee. The required fees for TNCs shall be as set forth in the permit issued by the Commission to the Operator with whom the TNC Driver is affiliated.
- 815.04 Operating Procedures for TNCs. The operating procedures for TNCs shall be as set forth in the permit issued by the Commission to the Operator with whom the TNC Driver is affiliated. The Commission has the right to limit the number of permits for TNC Operators.

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**ATTACHMENT A – SCHEDULE OF GENERAL RATES, CHARGES, AND FEES**

**RATES AND CHARGES**

The rates, charges, and fees below have been approved by the Commission. Any variance from the rates established, including but not limited to waiver for promotional or introductory service and other rate changes, require approval by the Airport director. Rate A signifies rates that go into effect July 1, 2020 and Rate B will be after completion of the West Cargo Apron Project & Terminal Ramp Expansion project and is projected to be effective May 1, 2021.

**1. Landing Fee Rate**

The landing fee rate established for commercial air carriers or private charters (both passenger and cargo), as defined in 14 CFR 121, is developed using a compensatory rate methodology and is detailed below. Aircraft weights will be based upon the certified maximum gross landing weight of each aircraft with a minimum fee of \$10.00. Carriers are invoiced monthly based upon actual number of landings.

|                        | <b>Rate A<br/>Effective 7/1/20</b> | <b>Rate B Projected<br/>Effective 5/1/21</b> |
|------------------------|------------------------------------|--|
| Signatory Carriers     | \$1.91 / 1,000 lb. units           | \$1.78 / 1,000 lb. units                     |
| Non-Signatory Carriers | \$2.20 / 1,000 lb. units           | \$2.05 / 1,000 lb. units                     |
| No Agreement Carriers  | \$2.39 / 1,000 lb. units           | \$2.23 / 1,000 lb. units                     |

**2. Terminal Rental Rate for Signatory Air Carriers**

Signatory carriers are invoiced monthly for Exclusive Use Space (ticket offices, operations area), Joint Use Space (holdroom, baggage claim area, security check point, and tug drive), and Common Use Space (baggage screening area, baggage make-up area, ticket counter area, queuing area, and secure corridors). The following terminal rental rates shall apply to all terminal tenants unless a different rental rate has been established through a lease agreement.

|                     | <b>Rate A<br/>Effective 7/1/20</b> | <b>Rate B Projected<br/>Effective 5/1/21</b> |
|---------------------|------------------------------------|--|
| Exclusive Use Space | \$13.85 SF                         | \$13.79 SF                                   |
| Joint Use Space     | \$13.85 SF                         | \$13.79 SF                                   |
| Common Use Space    | \$13.85 SF                         | \$13.79 SF                                   |

**3. Terminal Use Fee for Non-Signatory and No Agreement Air Carriers**

Non-Signatory and No Agreement Carriers are invoiced monthly for Joint Use and Common Use Space Fees for the following areas in the passenger terminal building: (holdroom, baggage claim area, security checkpoint, tug drive, baggage screening area, baggage make-up area, ticket counter area, queuing area, and secure corridors).

|                        | <b>Rate A<br/>Effective 7/1/20</b> | <b>Rate B Projected<br/>Effective 5/1/21</b> | <b>Effective</b> |
|------------------------|------------------------------------|--|------------------|
| Non-Signatory Carriers | \$4.19 per enplaned passenger      | \$4.55 per enplaned passenger                |                  |
| No Agreement Carriers  | \$4.50 per enplaned passenger      | \$4.95 per enplaned passenger                |                  |



#### 4. Terminal Unassigned Ticket Counter Use Fee

Ticket Counter space in the terminal unassigned and not leased to an air carrier can be used by an air carrier or their agent on a per flight basis. Use fee will be invoiced monthly to the air carrier based on actual usage.

- Use of Unassigned Ticket Counter \$100.00 per flight

#### 5. Utility, Janitorial and Baggage Belt Maintenance Reimbursements

Fees for utility and janitorial costs of joint use space and common use space are based on the square footage of said space as a percentage of total usable terminal space less airline exclusive use space multiplied by the janitorial and electricity expense budget. This annual amount is invoiced in twelve monthly installments based on each carrier's market share of enplanements.

|             | Rate A<br>Effective 7/1/20 | Rate B Projected<br>Effective 5/1/21 |
|-------------|----------------------------|--------------------------------------|
| Annual Rate | \$376,351                  | \$417,636                            |

#### 6. Terminal Security Fee – TSR 1542 Reimbursements

Under 49 CFR Part 1542, the Commission is required to provide security at the airport facility. The total fee is calculated to be that amount of costs allocated to the Safety/Security Cost Center that are allocated to the passenger terminal building, which is presently established at 25%. This annual amount is invoiced in twelve monthly installments based on each carrier's market share of enplanements.

Annual Rate \$250,678

#### 7. Loading Bridge Charge

Each signatory airline utilizing a loading bridge at the passenger terminal building will be required to pay a use charge per operation. The use fee for each loading bridge is invoiced in twelve monthly installments based on each signatory carrier's projected operations. Non-Signatory Carriers and No Agreement Carriers pay a fixed fee per use, which are invoiced monthly to said carriers.

- Signatory Carrier \$0.69 per operation
- Non-Signatory Carrier \$100 per use
- No Agreement Carrier \$100 per use

#### 8. Cargo Apron Use Fee

The cargo apron use fee rate established for all cargo carriers is developed using a compensatory rate methodology and is detailed below. All cargo carriers are invoiced monthly based upon actual number of landings.

|                                  | Rate A<br>Effective 7/1/20 | Rate B Projected<br>Effective 5/1/21 |
|----------------------------------|----------------------------|--------------------------------------|
| Signatory All Cargo Carriers     | \$76.25 per landing        | \$123.35 per landing                 |
| Non-Signatory All Cargo Carriers | \$87.69 per landing        | \$141.85 per landing                 |
| No Agreement All Cargo Carriers  | \$95.32 per landing        | \$154.18 per landing                 |

#### 9. Aeronautical Fuel Flowage Fee

In lieu of a general aviation landing fee, fixed base operators and non-commercial private/corporate aircraft operators, shall pay an airport usage fee in accordance with the following schedule for each gallon of aviation fuel (jet and avgas) delivered to the fixed base operator, exclusive of fuel delivered for use by signatory air carriers and signatory all cargo carriers paying landing fees and exclusive of fuel consumed by fixed base operators' ground vehicles.

- Fuel Flowage Fee \$0.05 per gallon delivered

**10. Non-Aeronautical Fuel Flowage Fee**

Companies (rental car, airline, FBO, ground handling, etc.) who purchase fuel from the Commission to be used exclusively by Tenant for use in their owned vehicles shall pay an airport usage fee in accordance with the following schedule for each gallon of fuel (unleaded gasoline, ethanol, and diesel) pumped by Tenant into its vehicle.

- Fuel Flowage Fee \$0.10 per gallon delivered

**11. Passenger Facility Charge (PFC) (Air Carriers)**

This fee is collected and remitted to the airport by the air carriers in order to fund approved PFC projects.

- PFC Rate \$4.50 per enplanement

**12. Customer Facility Charge (CFC) (Car Rental)**

This fee is collected and remitted to the airport by rental car operators in order to fund approved infrastructure development including maintenance and administration of said infrastructure for use by rental car companies.

- CFC Rate \$2.40 per rental day

**13. Commercial Aeronautical Operating Permit**

As specified in the Commercial Aeronautical Minimum Standards, an operating permit is required of any entity or operation conducting a commercial aeronautical activity at the airport. Each operating permit will require a fee of \$100.00 paid to the Commission on a monthly basis for use and access to the airfield.

**14. Public Parking Rates**

Rates for parking in the public lots.

- Long-Term Parking \$8.00 per day
- Short-Term Parking \$14.00 per day
- Airline Commuter Monthly Parking \$50.00 per month or Annual Prepay Discount \$480
- Lost Ticket Fee \$14.00

**15. T-Hangar Rental Rates**

|                  |       |                              |       |   |       |
|------------------|-------|------------------------------|-------|---|-------|
| ET 1-32          | \$88  | WT 66-77                     | \$68  | NWT 401, 410  | \$224 |
| ET 33-35         | \$153 | WT 90-101                    | \$68  | NWT 402-408   | \$171 |
| ET 36-44         | \$127 | NWT 201                      | \$370 | NWT 501, 510  | \$232 |
| ET 45-46 Heat*   | \$153 | NWT 202, 209                 | \$273 | NWT 502-508   | \$171 |
| ET 47 Heat*      | \$156 | NWT 203-205<br>208, 207, 208 | \$203 | NWT 206   | \$229 |
| Executive 48*    | \$566 | NWT 210                      | \$369 | *Heat/Utilities - Lessee agrees to make arrangements for and pay all other utilities that are available in the hangar, including but not limited to all water, gas, heat, telephone, and communication services if available and desired by Lessee. |       |
| Executive 48A*   | \$592 | NWT 301,<br>303-308          | \$171 |   |       |
| Executive 49*    | \$560 | NWT 302, 309,<br>409, 509    | \$194 |   |       |
| Executive 50-53* | \$522 | NWT 310                      | \$232 |   |       |
|                  |       |                              |       |   |       |

**16. Business Park/Residential Rental Properties**

- Lease rates and provisions will be determined based on negotiated agreements.

## 17. Maintenance and Equipment Use Fees

The following rates have been established for the use of airport services and owned equipment.

- Stair Truck \$75.00 per use
- Tractor w/ Mower \$125.00 per use
- Self-Propelled Paint Striper \$60.00 per use
- Paint Striper \$45.00 per use
- Scissor Lift \$50.00 per use
- Skid Loader \$75.00 per hour
- Tool Cat \$75.00 per hour
- Walkway \$75.00 per use
- Dump Truck \$100.00 per hour
- Plow Truck \$75.00 per hour
- Plow Truck W/Sander \$100.00 per hour
- End loader \$150.00 per hour
- Snow blower (large) \$350.00 per hour
- Sweeper \$100.00 per hour
- Riding mower \$50.00 per hour
- Cores \$30.00 each
- Keys \$5.00 each
- Maintenance Employee Labor Rate \$30.00 - \$90.00 per hour per employee classification

## 18. Fire, Operations, and Police

The following rates have been established for the use of airport services and owned equipment.

- ARFF Apparatus for 3,000 gal. \$250.00 per hour
- ARFF Apparatus for 1,500 gal \$150.00 per hour
- Command, Police, and Ops support Vehicles \$100.00 per hour
- Mutual Aid Agencies (As Incurred)
- Replacement charges for ARFF Equipment/Supplies (As incurred)

## 19. Identification Badge Fees and Charges

The following rates have been established for the issuance of security identification badges.

- Badge Fee
  - AOA Badge \$10.00
  - All Others \$60.00
  - Renewal Fee (All Types) \$10.00
- Fingerprint Fee \$25.00
- Lost Badge Fee
  - 1st Offense \$50.00
  - 2nd Offense \$75.00
  - 3rd Offense \$100.00
  - Signatory Non-Returned Badge Fee \$200.00
- Replace Employee Parking Lot Access Card \$10.00

**20. Airport Facility Fees**

The Commission will rent the following space within the passenger terminal building based on the rates specified.

| User                                     | Admin Office Conference Room<br>Admin Office Board Room<br>Terminal Conference Room<br>Public Safety Training Room | Executive Conference Room     |
|--|--|-------------------------------|
| Private Companies Individuals            | \$10.00/Hr or<br>\$30.00/Day   | \$25.00/Hr or<br>\$100.00/Day |
| Government\Non-Profit<br>Airport Tenants | No Charge  | \$10.00/Hr or<br>\$40.00/Day  |
| Setup Fee (if applicable)                | May be assessed based on event needs. \$55.00/Hr   |                               |
| Clean-up Fee (if applicable)             | \$100.00 fee may be assessed if room is not left in condition it was found.  |                               |

**21. Public Records Report**

- The charge for providing copies of records will be \$.25 cents per page.
- Mailing charge is actual cost.
- If methodology already exist to extract data electronically, a charge of \$1.00 per page; if such methodology doesn't already exist, the actual cost of producing such report will be charged based upon hourly rate for staff prorated to the nearest fifteen (15) minutes.
- Hourly fee for researching records or retrieving records is \$20.00 per hour prorated to the nearest fifteen (15) minutes after the initial thirty (30) minutes.
- Advanced payment may be required if estimated fee exceeds \$25.00.

**22. Taxicab Operators**

- Monthly Vehicle Parking Fee. Each Taxicab Operator shall pay the Commission a monthly fee of One Hundred and Twenty-Five (\$125.00) per parking space or execute a Ground Transportation Operating Agreement to provide pre-arranged transportation services.

**23. Hotel/Motel Courtesy Vehicle Operators**

- Required Fees. Each Operator of a Hotel/Motel Courtesy Vehicle shall pay to the Commission an annual fee equal to One Hundred Dollars (\$100.00) per vehicle, plus One Dollar (\$1.00) times the number of Hotel/Motel rooms for which the Hotel/Motel Courtesy Vehicle provides services.

**24. Luxury Limousine Operators**

- Monthly Vehicle Parking Fee. Each Luxury Limousine Operator shall pay the Commission a monthly fee of Three Hundred Dollars (\$300.00) per parking space or execute a Ground Transportation Operating Agreement to provide pre-arranged transportation services.

**25. Temporary Ground Transportation Operators**

- Required Fees. Operators providing Ground Transportation Service by Charter Bus (other than those operating under Section 804) for the transport of passengers to and from the Airport on an infrequent or unscheduled basis, shall pay a business privilege fee of Fifty Dollars (\$50.00), payable per bus, effective for a one (1) day period and Twenty-Five Dollars (\$25.00) per day, payable per bus, for days two (2) through ten (10).

**26. Off-Airport Parking Courtesy Vehicle Operator**

- Required Fees. Operators providing ground transportation service by Off-Airport Parking Courtesy Vehicle from the Airport, shall pay to the Commission a fee, monthly prorated for partial months of operation, equal to 10% of the Operator's Gross Parking Revenues and shall be reported on the Monthly Gross Parking Revenue Report.
- Monthly Vehicle Fee. Each Operator shall pay the Commission a monthly fee of One Hundred Dollars (\$100.00) per Off-Airport Parking Courtesy Vehicle and such fee shall be included and reported on the Monthly Gross Parking Revenue Report.

**27. Baggage Delivery Service Operations**

- Required Fee. For the privilege of providing baggage delivery services at the Airport, each Operator shall pay to the Commission a fee, monthly prorated for partial months of operation, equal to 10% of the Operator's monthly Gross Revenue and shall be reported on the monthly Gross Revenue Report.
- Monthly Vehicle Parking Fee. Each baggage delivery service Operator shall pay the Commission a monthly fee of Three Hundred Dollars (\$300.00) per parking space.

**28. Transportation Network Company (TNC)**

- Required Fee. The required fees for TNCs shall be as set forth in the permit issued by the Commission to the Operator with whom the TNC Driver is affiliated.

**29. Ground Transportation Operating Agreement**

- Required Fee. The required fees for ground transportation operators to provide pre-arranged transportation services shall be as set forth in the agreement issued by the Commission to the Operator.

**30. Airport IT Services**

- Network Connection
  - Public Announcement System \$30.00 per month
  - Common Use Phones \$40.00 per month
  - VOIP Phones \$60.00 per month
  - VLAN Internet \$70.00 per month

**31. Airport Guest Services**

- Required Fee. The required fees for airport guest services to include, but not limited to: valet parking, key/coat check, and jump starts are set forth below, but may be amended from time to time at the discretion of the airport director.
  - Coat Check Fee \$10.00 per item
  - Jump Start Fee \$25.00
  - Key Check \$5.00
  - Valet Parking Fee \$2.00 per day plus short-term parking rate

**32. Passenger Facility Fee**

This fee is collected and remitted to the airport by commercial bus operators in order to fund approved infrastructure development including maintenance and administration of said infrastructure for use by commercial bus operators.

- PFF Rate \$3.00 per Boarding Passenger

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## ATTACHMENT B – CURRENT SCHEDULE OF INSURANCE RATES

### 1. NON-SCHEDULED AIR CARRIER CHARTER OPERATIONS NON-SIGNATORY AIRPORT USE AGREEMENTS

INSURANCE REQUIREMENTS: Operator shall purchase and maintain comprehensive public liability insurance for claims for property damage, bodily injury, or death allegedly resulting from Operator's activities into, on, and leaving the Airport in an amount not less than Ten Million Dollars (\$10,000,000) per occurrence. Said policy shall name the Cedar Rapids Airport Commission and the City of Cedar Rapids and their employees as additional insureds, to the extent of the contractual liability assumed by Operator under this Agreement, and shall include a 30-day written cancellation notice provision to: "Cedar Rapids Airport Commission, Attn.: Airport Director, 2515 Wright Brothers Boulevard West, Cedar Rapids, Iowa, 52404". Certificates of required coverage shall be delivered to Commission.

### 2. NON-SIGNATORY CARGO CARRIER AIRPORT USE AGREEMENTS

INSURANCE REQUIREMENTS: Operator shall purchase and maintain comprehensive public liability insurance for claims for property damage, bodily injury, or death allegedly resulting from Operator's activities into, on, and leaving the Airport in an amount not less than Ten Million Dollars (\$10,000,000) per occurrence. Said policy shall name the Cedar Rapids Airport Commission and the City of Cedar Rapids and their employees as additional insureds, to the extent of the contractual liability assumed by Operator under this Agreement, and shall include a 30-day written cancellation notice provision to: "Cedar Rapids Airport Commission, Attn.: Airport Director, 2515 Wright Brothers Boulevard West, Cedar Rapids, Iowa, 52404". Certificates of required coverage shall be delivered to Commission.

### 3. SIGNATORY CARGO CARRIER AIRFIELD USE AGREEMENTS

INSURANCE REQUIREMENTS: Without limiting CARGO AIRLINE's obligation to indemnify COMMISSION, as provided for in Section 8.01, CARGO AIRLINE shall procure and maintain in force at all times during the term of this Agreement occurrence form, airport premises liability and aviation insurance to protect against bodily injury liability and property damage liability. The limits for Signatory Cargo Airlines operating aircraft larger than sixty thousand (60,000) pounds maximum gross landing weight shall be in an aggregate amount of not less than Two Hundred Fifty Million Dollars (\$250,000,000) per occurrence combined single limit. The limits for Signatory Cargo Airlines operating aircraft smaller than sixty thousand (60,000) pounds maximum gross landing weight shall be in an aggregate amount of not less than Fifty Million Dollars (\$50,000,000) per occurrence combined single limit. In addition, CARGO AIRLINE shall procure and maintain in force during the term of this Agreement, liability insurance applicable to the ownership, maintenance, use or operation of any automobile, mobile equipment or other ground vehicle at the Airport (including owned, non-owned, or hired) in an amount not less than Twenty Five Million Dollars (\$25,000,000) per occurrence, combined single limit for bodily injury and property damage.

### 4. AIR CARGO BUILDINGS LEASEHOLD AGREEMENTS

INSURANCE REQUIREMENTS: Lessee agrees to secure and maintain in force and effect Workers Compensation Insurance as required by the State of Iowa and Single Limit Airport Premises Liability coverage in the amount of at least \$1,000,000.00 for Bodily Injury and Property Damage. If deemed necessary and/or applicable by the Commission, Lessee shall provide Hangarkeeper's Liability, Products Liability and Aircraft Liability in appropriate amounts, also as required by the Commission. All such insurance policies shall name the Commission, the City of Cedar Rapids, and their employees as an additional insured, and shall be non-cancelable except upon thirty (30) days' prior written notice to the Commission. Said insurance policy or policies providing such coverage, as well as the insurers providing same, shall be authorized to do business in the State of Iowa, and listed in Best's Insurance Guide with a minimum rating of A-2A.

**5. AIR CARGO BUILDINGS LEASEHOLD AGREEMENTS**

INSURANCE REQUIREMENTS: Lessee agrees to secure and maintain in force and effect Workers Compensation Insurance as required by the State of Iowa and Single Limit Airport Premises Liability coverage in the amount of at least \$1,000,000.00 for Bodily Injury and Property Damage. If deemed necessary and/or applicable by the Commission, Lessee shall provide Hangarkeeper's Liability, Products Liability and Aircraft Liability in appropriate amounts, also as required by the Commission. All such insurance policies shall name the Commission, the City of Cedar Rapids, and their employees as an additional insured, and shall not be subject to material change except upon 30 days' prior written notice to the Commission. Said insurance policy or policies providing such coverage, as well as the insurers providing same, shall be authorized to do business in the State of Iowa, and listed in Best's Insurance Guide with a minimum rating of A-VII.

**6. SIGNATORY AIRLINE USE AND LEASE AGREEMENT**

INSURANCE REQUIREMENTS: Without limiting AIRLINE's obligation to indemnify COMMISSION, as provided for in Section 10.01, AIRLINE shall procure and maintain in force at all times during the term of this Agreement occurrence form, airport premises liability and aviation insurance to protect against bodily injury liability and property damage liability. The limits for Signatory Airlines operating aircraft larger than sixty (60) seats shall be in an aggregate amount of not less than Three Hundred Million Dollars (\$300,000,000) per occurrence, combined single limit; provided, however, coverage for non-passengers shall be not less than an aggregate amount of Twenty Five Million Dollars (\$25,000,000) per occurrence. The limits for Signatory Airlines operating aircraft with sixty (60) seats or less shall be in an aggregate amount of not less than One Hundred Million Dollars (\$100,000,000) per occurrence, combined single limit; provided, however, coverage for non-passengers shall be not less than an aggregate amount of Twenty Five Million Dollars (\$25,000,000) per occurrence. In addition, AIRLINE shall procure and maintain in force during the term of this Agreement, liability insurance applicable to the ownership, maintenance, use, or operation of any automobile, mobile equipment, or other ground vehicle at the Airport (including owned, non-owned, or hired) in an amount not less than Twenty Five Million Dollars (\$25,000,000) per occurrence, combined single limit for bodily injury and property damage.

**7. COMMERCIAL AERONAUTICAL ACTIVITIES AGREEMENTS**

INSURANCE REQUIREMENTS: Operator shall maintain appropriate insurance in the types, amounts, and conditions specified by the Commission, at the Operator's sole expense, including without limitation the following: (a) comprehensive general liability insurance with a minimum limit of \$1,000,000; (b) worker's compensation insurance in statutory amounts; (c) aircraft liability insurance for owned or operated aircraft with a minimum limit of \$1,000,000; and (d) automobile liability insurance for all owned, non-owned and hired vehicles (applicable if Operator operates any motor vehicle in the Air Operations Areas (AOA) of the Airport). Said policies shall name the Cedar Rapids Airport Commission and its employees, officers, and agents as additional insured. Operator shall provide a current Certificate of Insurance to the Commission.

**8. T-HANGAR LEASE AGREEMENTS**

INSURANCE REQUIREMENTS: Lessee agrees to maintain, at its own expense, for the benefit of itself and Lessor as co-insureds, insurance of such types and in such amounts as may be approved by Lessor, insuring against liability for damage or loss to the aircraft or other property, and against liability for personal injury or death, arising from acts or omissions of Lessee, its agents and employees. Such policy or policies shall contain a provision whereby Lessee's insurer waives any rights of subrogation against Lessor, its agents and employees and providing that Lessor must receive at least ten (10) days' prior written notice of any cancellation of Lessee's insurance coverage. Prior to the commencement of this Agreement, Lessee shall deliver to Lessor certificates or binders evidencing the existence of the insurance required herein.



## 9. FBO LEASEHOLD AGREEMENT

### INSURANCE REQUIREMENTS:

- a. If Lessee does not qualify as a self-insurer in accordance with the rules and regulations of the agency or commission that administers the workmen's compensation program in the State of Iowa, Lessee shall maintain in force Workers' Compensation Insurance in the amount of at least \$1,000,000.00.
- b. Lessee shall also maintain in force a policy of comprehensive aviation general liability insurance including aviation Premises in the amount of \$10,000,000.00 per occurrence for bodily injury to or death of any persons or property damage, insuring Lessee against liability arising from Lessee's use, occupancy, or maintenance of the Premises and appurtenant areas and providing contractual liability coverage for the indemnities Lessee makes in this Leasehold Agreement. If deemed necessary and/or applicable by the Commission, Lessee shall provide Hangarkeeper's Liability, Products/Completed Operations Liability, Aircraft Liability, and Cargo and Baggage Liability in appropriate amounts, also as required by the Commission. All insurance policies set forth in this Section 18, shall name the Commission, the City of Cedar Rapids, and their employees as an additional insured, and shall be non-cancelable except upon 30 days' prior written notice to the Commission. Said insurance policy or policies providing such coverage, as well as the insurers providing same, shall be authorized to do business in the State of Iowa, and shall be approved by the Commission. Lessee shall secure and deliver to the Commission appropriate insurance certificates showing evidence of the coverage as required hereunder.
- c. Additionally, Lessee shall maintain in force all risk property insurance covering personal property Lessee places upon or installs within the Premises in an amount equal to the replacement cost of that personal property.
- d. Further, Lessee shall maintain in force liability insurance covering loss, damage, injury, clean-up costs, or other liability to any person arising out of or resulting from any discharge, leak, release or emission of any fuel, or toxic or hazardous material.
- e. Lessee may provide the insurance required by virtue of the terms of this Leasehold Agreement by means of a combination of primary and excess or umbrella coverage and by means of a policy or policies of blanket insurance so long as (i) the amount of the total insurance allocated to the Premises under the terms of the blanket policy or policies furnishes protection equivalent to that of separate policies in the amount required by the terms of this Leasehold Agreement, and (ii) the blanket policy or policies comply in all other respects with the other requirements of this Leasehold Agreement.

## 10. RENTAL CAR CONCESSION LEASE AGREEMENTS

INSURANCE REQUIREMENTS: At all times during the Term of this Agreement (except as otherwise provided), Company shall obtain and maintain in full force and effect, with a company or companies authorized to transact the business of insurance in the State of Iowa, of sound and adequate financial responsibility, with a rating of at least B+, from A.M. Best Co., in Best's Rating Guide, selected by Company and reasonably acceptable to Commission, the following insurance (either as part of any other policy or policies carried by Company, or separately):

- a. Builder's Risk Insurance

During any construction on the Premises by Company (whether new construction or remodeling, renovation, restoration or repair), Company shall keep, or cause the contractor performing such construction to keep, the improvements being built, remodeled, or restored, insured under builder's risk insurance (or similar insurance) in the amount of the cost of construction of the improvements.

b. Liability Insurance

A comprehensive insurance policy or policies providing for the protection of Company against:

- (1) General Liability, including all direct or contingent loss or liability for damages for bodily injury, personal injury, death or damage to property, including loss of use thereof, occurring on or in any way related to the Premises or occasioned by reason of occupancy by and the operations of Company or any sublessee, guest or invitee upon, in and around the Premises including but not limited to any elevators and escalators therein and any sidewalks, streets or public ways adjoining the Premises, with limits of \$1,000,000 per occurrence for personal injury or death or damage to property, and such policy or policies shall cover all of Company's operations on the entire Premises, including but not limited to any elevators and escalators therein and any sidewalks, streets or other public ways adjoining the Premises; and
- (2) Automobile Liability covering owned, non-owned, leased and hired vehicles with combined single limits of no less than \$1,000,000 per occurrence.

c. Workers Compensation; Employers Liability

- (1) Workers compensation coverage and limits as statutorily required by the state of Iowa and all other applicable states of operation.
- (2) Employers Liability limits of at least \$1,000,000 per accident.

**11. BAGGAGE DELIVERY SERVICE AGREEMENTS**

INSURANCE REQUIREMENTS: Company shall obtain and maintain continuously in effect at all times during the term hereof, at Company's sole expense, general liability insurance subject to approval of the Commission protecting the City of Cedar Rapids and the Commission and employees against liability by reason of Company's negligent conduct or other fault incident to the use of the Airport premises or resulting from any accidents occurring in connection with the operations hereunder, caused or arising out of any negligent act or omission or other fault by Company. Such insurance shall name Commission and the City of Cedar Rapids and employees as additional insureds thereunder. Company shall also, without cost to Commission, obtain and maintain during the term hereof automobile liability insurance covering the operation of an automobile rental concession. All such general liability insurance and automobile liability insurance shall provide liability limits of at least \$250,000 combined single limit. Company shall forward a copy of the policy to the Airport Director at The Eastern Iowa Airport.

**12. COMMERCIAL OPERATORS PERMITS - AIRPORT SHUTTLE/LIMOUSINE**

INSURANCE REQUIREMENTS: The following minimum limits and coverage's will be maintained by Company throughout the term of this Agreement. In the event of default on the following requirements, Commission reserves the right to take whatever actions deemed necessary to protect its interests. Liability and property policies, other than Workers' Compensation/Employer's Liability and Professional Liability, will provide that the City of Cedar Rapids, the Cedar Rapids Airport Commission and its employees, agents, representatives, and officers are listed as additional insured's.

Required Coverage's – Minimum Limits

- a. Commercial General Liability: The minimum limits of Commercial General Liability insurance (inclusive of any amounts provided by an umbrella or excess policy) covering liability resulting from, or in connection with, operations performed by, or on behalf of, Company under this Agreement or the use or occupancy of Commission premises by, or on behalf of, Company are:

Agreement Specific: General Aggregate \$1,500,000. Each Occurrence \$1,500,000. Personal and Advertising Injury \$1,500,000.

b. Workers' Compensation and Related Coverage's:

|                            |              |
|----------------------------|--------------|
| State                      | \$ Statutory |
| Applicable Federal         | \$ Statutory |
| Employer's Liability       |              |
| Bodily Injury by Accident: |              |
| Each Accident              | \$500,000    |
| Bodily Injury by Disease:  |              |
| Each Employee              | \$500,000    |
| Policy Limit               | \$500,000    |

c. Business Automobile Liability Insurance: The minimum limits of Business Auto Liability insurance (inclusive of any amounts provided by an umbrella or excess policy) covering all owned, hired and non-owned vehicles are:

Each Occurrence – Bodily Injury and Property Damage Combined \$1,500,000.

d. Umbrella Liability Insurance or Excess Liability Insurance may be used to reach the limits of liability required for the Commercial General Liability and the Business Automobile Policy. If applicable, the amounts specified as Agreement specific will be an initial layer of coverage which will be applicable only to claims arising out of, or in connection with, the work performed or the use or occupancy of Commission premises in connection with this Agreement and will not be reduced or diminished in any manner by claims resulting from other than the work performed or the use or occupancy of Commission premises in connection with this Agreement. The amounts specified as total limits will be the total minimum limits required, including the initial layer.

**13. TAXICABS**

INSURANCE REQUIREMENTS: Company shall, at its expense, maintain insurance in full force and effect during the term of this Permit in such amounts as to meet the minimum limits of liability specified in Chapter 52 of the Municipal Code for the City of Cedar Rapids and as required by Iowa Code Section 325A.6 as may be amended from time to time, and such insurance shall be submitted to the Cedar Rapids Airport Commission. The insurance policy(ies) shall be the standard form, as minimum, covering all operations of Company. The Cedar Rapids Airport Commission and the City of Cedar Rapids, their officials, agents, and employees shall be named therein as additional insureds.

**14. BUILDING LEASE AGREEMENTS**

INSURANCE REQUIREMENTS:

a. Lessee agrees to secure and maintain in force and effect Workers Compensation Insurance as required by the State of Iowa and a policy of commercial general liability insurance in the amount of \$1,000,000 per occurrence for bodily injury to or death of any persons or property damage, insuring Lessee against Liability arising from Lessee's use, occupancy or maintenance of the Demised Premises and appurtenant areas and providing contractual liability coverage for the indemnities Lessee makes in this Agreement. Additionally, Lessee shall maintain in force all risk property insurance covering personal property Lessee places upon or installs within the Demised Premises in an amount equal to the replacement cost of that personal property.

b. Lessee shall assume all risks for loss of or damage to the contents and materials stored in or on the Demised Premises and the Lessee may maintain such insurance as the Lessee deems necessary to protect against loss or damage to the contents and materials. If deemed necessary and/or applicable by the Commission, Lessee shall provide Hangarkeeper's Liability, Products Liability and Aircraft Liability in appropriate

amounts, also as required by the Commission. All such insurance policies shall name the Commission as an additional insured, and shall be non-cancelable except upon thirty (30) days' prior written notice to the Commission. Said insurance policy or policies providing such coverage, as well as the insurers providing same, shall be subject to the prior review and approval of the Commission.

- c. Lessee shall secure and deliver to the Commission appropriate insurance certificates showing evidence of the coverage as required hereunder. The said insurance policies shall contain a clause or endorsement by which the insurance carrier(s) waives all rights of subrogation against the Commission.
- d. Commission will maintain in force property insurance in the amount of the full replacement cost of the building without contents and shall include coverage for physical loss or damage to the building caused by the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft, vehicles, riot, civil commotion, vandalism, sprinkler leakage, sinkhole collapse, volcanic action, weight of snow or ice, building collapse, flood, and earthquake.

## **15. LAND LEASES**

INSURANCE REQUIREMENTS: The Tenant will require its contractor and any subcontractors to take out and maintain, during the life of the construction contract, general liability insurance and automobile liability insurance. If any type of work that is part of the contract is excluded from the contractor's insurance policy, additional insurance must be obtained by the contractor to replace such excluded coverage. All policies shall name the City of Cedar Rapids and the Cedar Rapids Airport Commission and its employees as an additional insured and shall protect the contractor, and the Commission from claims for damage from bodily injury, including death, and claims for property damage that may arise from operations under the contract, whether such operations be by the contractor or by any subcontractor or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall not be less than \$1,000,000 Combined Single Limit for general liability and automobile liability. Any insurance company issuing such policy must be authorized to do business in the State of Iowa and acceptable to the Commission. The Tenant will ensure that evidence of required insurance is furnished to the Tenant by the contractor. If the insurance coverage expires before the work is accepted by the Commission, the Tenant will ensure that evidence of continuation of the required coverage is furnished to the Commission by the contractor. The contract for construction work under this agreement shall include these provisions. In order to guarantee the completion of all work contracted for by the Tenant and the payment of all laborers and materials suppliers, the Tenant will ensure that Performance and Payment Bonds are furnished to the Commission by the contractors in the full amount of any contract for such work. Said bond shall be in a form satisfactory to the Commission. Copies of said bonds shall be supplied to Commission for approval. All sums derived from Performance and Payment Bond shall be used for the completion of said improvements and the payment of laborers and material suppliers.

## **16. ATM AGREEMENT**

INSURANCE REQUIREMENTS: Comprehensive General Liability covering claims for damages because of bodily injury and personal injury, including death, and damage to property, in the amount of \$1,000,000, combined single limit. Such policy shall include coverage for Premises and Operations, Contractual Liability as applicable to the hold-harmless agreements in this Agreement; Completed Products and Operations; Independent Contractors; Broad Form Property Damage; and a Cross Liability Endorsement for Commission as an additional insured. Workers' Compensation - including occupational disease, other states and Voluntary Compensation coverage on all employees to statutory limits. Concessionaire may self-insure this obligation pursuant to the provisions of Code of Iowa. Employer's Liability - \$100,000 per accident or disease; \$500,000 policy limit on disease.

## 17. OPERATING FOOD/BEVERAGE/NEWS/GIFT AND AIRLINE CATERING CONCESSIONS

INSURANCE REQUIREMENTS: At all times during the Term of this Agreement (except as otherwise provided), Company shall obtain and maintain in full force and effect, with a company or companies authorized to transact the business of insurance in the State of Iowa, of sound and adequate financial responsibility, with a rating of at least B+, from A.M. Best Co., in Best's Rating Guide, selected by Company, and reasonably acceptable to Commission, the following insurance (either as part of any other policy or policies carried by Company, or separately):

a. Builder's Risk Insurance

During any construction on the Premises by Company (whether new construction or remodeling, renovation, restoration, or repair), Company shall keep, or cause the contractor performing such construction to keep, the improvements being built, remodeled, or restored, insured under builder's risk insurance (or similar insurance) in the amount of the cost of construction of the improvements.

b. Liability Insurance

A comprehensive insurance policy or policies providing for the protection of Company against:

(1) General Liability, including all direct or contingent loss or liability for damages for bodily injury, personal injury, death, or damage to property, including loss of use thereof, occurring on or in any way related to the Premises or occasioned by reason of occupancy by and the operations of Company or any sublessee, guest or invitee upon, in and around the Premises including but not limited to any elevators and escalators therein and any sidewalks, streets, or public ways adjoining the Premises, with limits of \$1,000,000 per occurrence for personal injury or death or damage to property, and such policy or policies shall cover all of Company's operations on the entire Premises, including but not limited to any elevators and escalators therein and any sidewalks, streets, or other public ways adjoining the Premises; and

(2) Automobile Liability covering owned, non-owned, leased, and hired vehicles with combined single limits of no less than \$1,000,000 per occurrence.

c. Workers Compensation; Employers Liability

(1) Workers compensation coverage and limits as statutorily required by the state of Iowa and all other applicable states of operation.

(2) Employers Liability limits of at least \$1,000,000 per accident.

## 18. LEASEHOLD AGREEMENT - TERMINAL

INSURANCE REQUIREMENTS: Lessee agrees to secure and maintain in force and effect Workers Compensation Insurance as required by the State of Iowa and Single Limit Airport Premises Liability coverage in the amount of \$1,000,000.00 for Bodily Injury and Property Damage. If deemed necessary and/or applicable by the Commission, Lessee shall provide Hangarkeeper's Liability, Products Liability and Aircraft Liability in appropriate amounts, also as required by the Commission. All such insurance policies shall name the Commission as an additional insured, and shall be non-cancelable except upon thirty (30) days' prior written notice to the Commission. Said insurance policy or policies providing such coverage, as well as the insurers providing same, shall be subject to the prior review and approval of the Commission.

## 19. HANGAR LEASE

INSURANCE REQUIREMENTS:

- a. If Lessee does not qualify as a self-insurer in accordance with the rules and regulations of the agency or commission that administers the workmen's compensation program in the State of Iowa, Lessee shall maintain in force Workers' Compensation Insurance in the amount of at least \$1,000,000.00.

- b. Lessee shall also maintain in force a policy of comprehensive aviation general liability insurance including aviation Premises in the amount of \$10,000,000.00 per occurrence for bodily injury to or death of any persons or property damage, insuring Lessee against liability arising from Lessee's use, occupancy, or maintenance of the Premises and appurtenant areas and providing contractual liability coverage for the indemnities Lessee makes in this Leasehold Agreement. If deemed necessary and/or applicable by the Commission, Lessee shall provide Hangarkeeper's Liability, Products/Completed Operations Liability, Aircraft Liability, and Cargo and Baggage Liability in appropriate amounts, also as required by the Commission. All insurance policies set forth in this Section 18, shall name the Commission, the City of Cedar Rapids, and their employees as an additional insured, and shall be non-cancelable except upon 30 days' prior written notice to the Commission. Said insurance policy or policies providing such coverage, as well as the insurers providing same, shall be authorized to do business in the State of Iowa, and shall be approved by the Commission. Lessee shall secure and deliver to the Commission appropriate insurance certificates showing evidence of the coverage as required hereunder.
- c. Additionally, Lessee shall maintain in force all risk property insurance covering personal property Lessee places upon or installs within the Premises in an amount equal to the replacement cost of that personal property.
- d. Further, Lessee shall maintain in force liability insurance covering loss, damage, injury, clean-up costs, or other liability to any person arising out of or resulting from any discharge, leak, release or emission of any fuel, or toxic or hazardous material.
- e. Lessee may provide the insurance required by virtue of the terms of this Leasehold Agreement by means of a combination of primary and excess or umbrella coverage and by means of a policy or policies of blanket insurance so long as (i) the amount of the total insurance allocated to the Premises under the terms of the blanket policy or policies furnishes protection equivalent to that of separate policies in the amount required by the terms of this Leasehold Agreement, and (ii) the blanket policy or policies comply in all other respects with the other requirements of this Leasehold Agreement.
- f. The Lessee shall assume all risks for loss of or damage to the contents and materials stored in the Corporate Hangar Building and the Lessee may maintain such insurance as the Lessee deems necessary to protect against loss or damage to the contents and materials.

## **20. MANAGEMENT AGREEMENT FOR OPERATION OF AIRPORT PARKING SYSTEM**

INSURANCE REQUIREMENTS: Operator will maintain the following insurance at all times during the term of this Agreement, in amounts not less than those specified in this clause:

Minimum Limits of Insurance: Coverage shall maintain limits of no less than:

Comprehensive General Liability: - One Million Dollars (\$1,000,000) combined single limit per occurrence including but not limited to broad form property damage, personal injury, contractual, independent contractors, underground explosion and collapse hazard, and premises/operations.

Automobile Liability - One Million Dollars (\$1,000,000) combined single limit per accident for any auto, hired autos, and non-owned autos for bodily injury and property damage.

Garagekeepers Legal Liability - One Million Dollars (\$1,000,000) combined single limit.

Worker's Compensation and Employers Liability - Worker's Compensation and Employers Liability insurance as required by the statutes of the State of Iowa.

Deductibles and Self-Insured Retentions - Any deductibles or self-insured retentions must be declared to and approved by the Commission. At the option of the Commission, either (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Cedar Rapids, the Cedar Rapids Airport Commission and their employees or (b) Operator shall

procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses in an amount specified by the Commission.

## 21. LEASEHOLD AGREEMENT- AIR CARGO TERMINAL BUILDING SPACE

**INSURANCE REQUIREMENTS:** Lessee agrees to secure and maintain in force and effect Workers Compensation Insurance as required by the State of Iowa and Single Limit Airport Premises Liability coverage in the amount of at least One Million Dollars (\$1,000,000.00) for Bodily Injury and Property Damage. If deemed necessary and/or applicable by the Commission, Lessee shall provide Hangarkeeper's Liability, Products Liability and Aircraft Liability in appropriate amounts, also as required by the Commission. All such insurance policies shall name the Commission, the City of Cedar Rapids, and their employees as an additional insured, and shall be non-cancelable except upon thirty (30) days' prior written notice to the Commission. Said insurance policy or policies providing such coverage, as well as the insurers providing same, shall be authorized to do business in the State of Iowa, and listed in Best's Insurance Guide with a minimum rating of A-2A.

## 22. AGREEMENT REGARDING PURCHASE OF FUEL

**INSURANCE REQUIREMENTS:** PURCHASER, at its own expense, shall procure and maintain during the entire term of this Agreement and any extensions thereof, the following insurance so as to cover all risk which shall arise directly or indirectly from PURCHASER'S obligations and activities.

- a. **Workers Compensation and Employers Liability Insurance** meeting the requirements of the Iowa Workers Compensation Law covering all the PURCHASER'S employees carrying out the work involved in this contract.
- b. **General Liability Insurance** with limits of liability of at least \$1,000,000 per occurrence for Bodily Injury and Property Damage. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the PURCHASER or its employees carrying out the work involved in this contract.
- c. **Automobile Liability Insurance** with **either** a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage without sub-limits or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the PURCHASER or its employees. A form similar to ISO form CA 99 48 "Pollution Liability Endorsement" shall be added to the policy. The policy shall not contain a form similar to ISO form CA 23 05 "Wrong Delivery of Liquid Products".
- d. **Pollution Liability Insurance** with limits of at least \$1,000,000 per occurrence. Coverage shall include claims for bodily injury, property damage, environmental damage, and cleanup expenses (including investigation, removal, remediation, monitoring, and disposal of contamination) arising from any spill, release, discharge or dispersal arising out of supplying, transporting, and delivering fuel by the PURCHASER, its employees, subcontractors, or independent contractors.
- e. **Subcontractors:** In the case of any work sublet, the PURCHASER shall require subcontractors and independent contractors working under the direction of either the PURCHASER or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the PURCHASER.