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# Minimum Standards

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Cedar Rapids Airport Commission

*The Eastern Iowa Airport (CID)*

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## SECTION 1 INTRODUCTION

### 1.1 Purpose

1.1.1 The purpose of these General Aviation Minimum Standards (Minimum Standards) is to encourage and promote: (a) General Aviation safety and security at the Eastern Iowa Airport (Airport), (b) the consistent provision of high quality General Aviation products, services, and facilities at the Airport, (c) the development of high quality General Aviation Improvements at the Airport, (d) the economic health of General Aviation Commercial Operators at the Airport, and (e) the orderly development of land and Improvements at the Airport for General Aviation purposes.

1.1.1.1 To this end, all qualified and experienced entities desirous of engaging in General Aviation Aeronautical Activities (Activities) at the Airport shall be afforded a reasonable opportunity, without unjust discrimination, to engage in such Activities, subject to complying with these Minimum Standards.

1.1.2 Aeronautical Activities may be proposed that do not fall within the categories designated herein. In such a case, the Cedar Rapids Airport Commission (Commission) reserves the right to establish appropriate minimum standards for such Activities or establish qualifications and requirements for such Activities on a case-by-case basis.

1.1.3 Specialized Aviation Service Operators (SASOs) are encouraged to be Sublessees of a Fixed Base Operator (FBO); however, SASOs may (if available): (a) Sublease Improvements from another SASO and/or (b) lease land and/or Improvements from the Commission.

### 1.2 General Provisions

1.2.1 All capitalized terms used in these Minimum Standards shall have their meaning given to them in Attachment E, attached hereto and incorporated herein by this reference.

### 1.3 Exclusive Rights

1.3.1 In accordance with the Airport Sponsor Assurances given to the federal and/or state government by the City of Cedar Rapids (City) as a condition to receiving federal and/or state funds, the granting of rights or privileges to engage in Activities shall not be construed in any manner as affording any Operator an Exclusive Right, other than the exclusive use of the land and/or Improvements that may be leased to an Operator and then only to the extent provided in an Agreement.

- 1.3.2 The Commission will comply with FAA Order 5190.6B *FAA Airport Compliance Manual* (or any subsequent version of that Order) in determining compliance with any Exclusive Rights issue.
- 1.3.3 The presence at the Airport of only one Operator engaged in a particular Activity does not, in and of itself, indicate that an Exclusive Right has been granted. It is the policy of the Commission not to enter into or promote an understanding, commitment, or express Agreement to exclude other reasonably qualified and experienced entities. Accordingly, those entities who desire to enter into an Agreement with the Commission should neither expect nor request that the Commission exclude other entities who also desire to engage in the same or similar Activities.
- 1.3.3.1 The opportunity to engage in an Activity shall be made available to those entities complying with the qualifications and requirements set forth in these Minimum Standards and as space may be available at the Airport to support such Activity provided such use is consistent with the current and planned uses of land and Improvements at the Airport and is in the best interests of the Commission and the public, as determined by the Commission in its sole discretion.
- 1.3.4 If the FAA determines that any provision of these Minimum Standards, any provision of any Agreement, or any practice constitutes a grant of a prohibited Exclusive Right, such provision shall be deemed null and void and such practice shall be discontinued immediately.
- 1.3.5 Notwithstanding anything to the contrary in these Minimum Standards, the Commission may reserve to itself the proprietary exclusive right to provide any or all services instead of allowing those services to be provided by an FBO or SASO. The Commission may also choose to provide any or all of the services provided by an FBO or SASO without exercise of its proprietary right to be the exclusive provider of such service, in which case the Commission will comply with the qualifications and requirements set forth in these Minimum Standards.

#### **1.4 *Applicability and Interpretation***

- 1.4.1 These Minimum Standards specify the standards and requirements, which must be complied with by any Operator desiring to engage in Activities at the Airport.

- 1.4.1.1 Throughout these Minimum Standards, the words "standards" or "requirements" shall be understood to be modified by the word "minimum" except where explicitly stated otherwise. Any required determinations, interpretations, or judgments regarding what constitutes an acceptable minimum standard or requirement, or regarding compliance with such minimum standard or requirement, shall be made by the Commission.
- 1.4.1.2 All entities may exceed the applicable minimum standards or requirements. No Operator shall be allowed to engage in Activities at the Airport under conditions that do not, in the Commission's sole discretion, comply with these Minimum Standards, unless an exemption or variance has been approved by the Commission.
- 1.4.2 These Minimum Standards shall apply to any new Agreement or any amendment to any existing Agreement. If an Operator desires, under the terms of an existing Agreement, to change or supplement the Activities authorized thereunder, the Operator shall comply with these Minimum Standards, unless an exemption or variance has been granted by the Commission.
  - 1.4.2.1 These Minimum Standards shall not affect any Agreement or amendment thereto properly executed prior to the date of adoption of these Minimum Standards except as provided for in such Agreement, in which case, these Minimum Standards shall apply to the extent permitted by such Agreement.
  - 1.4.2.2 These Minimum Standards shall not be deemed to modify any existing Agreement under which an Operator is required to exceed these Minimum Standards nor prohibit the Commission from entering into or enforcing an Agreement or amendment thereto that requires an Operator to exceed these Minimum Standards.

## SECTION 2 GENERAL REQUIREMENTS

### 2.1 *Introduction*

- 2.1.1 Operator engaging in Activities at the Airport shall comply with or exceed the requirements of this Section as well as the standards applicable to Operator's Activity(ies), as set forth in subsequent sections.

### 2.2 *Experience/Capability*

- 2.2.1 Operator shall, in the judgment of the Commission, demonstrate before and throughout the term of the Agreement:
  - 2.2.1.1 the financial wherewithal and technical capability of paying all rents, fees, or other charges owed the Commission; developing and maintaining the required Improvements; procuring and maintaining the required Vehicles, Equipment, and/or Aircraft; employing required Employees; and engaging in the Activity.
  - 2.2.1.2 the capability of consistently providing the required General Aviation products, services, and facilities and engaging in the required Activities in a safe, secure, efficient, courteous, prompt, and professional manner in service to and to the benefit of the public.

### 2.3 *Agreement*

- 2.3.1 Operator shall not engage in an Activity without an Agreement with the Commission.
  - 2.3.1.1 If Operator is subleasing land and/or Improvements, Sublease must be approved in advance in writing by the Commission.
- 2.3.2 An Agreement shall not reduce or limit Operator's obligations with respect to complying with these Minimum Standards.

### 2.4 *Payment of Rents, Fees, and Charges*

- 2.4.1 Operator shall pay the rents, fees, or other charges on time, as specified by the Commission for engaging in Activities.
- 2.4.2 The Commission may, at its option, enforce the payment of any rent, fee, or other charge due and owing to the Commission by any legal means available to the Commission under any Agreement and as provided by Regulatory Measures.

## 2.5 Leased Premises

2.5.1 Operator shall lease or Sublease Contiguous Land and/or Improvements for the Activity as required in these Minimum Standards.

2.5.1.1 Construction of any Improvements must be approved in advance by the Commission, in accordance with the Commission's requirements, and by any other Agency having jurisdiction.

2.5.1.2 Activities that require public access shall have direct vehicular landside access to the Leased Premises.

### 2.5.2 Contiguous Land

2.5.2.1 All required Improvements including, but not limited to, Ramp, Paved Tie-downs, facilities, and Vehicle parking shall be located on Contiguous Land, unless expressly authorized in writing by the Commission. Operators desiring to locate required Improvements on non-contiguous property must demonstrate, to the Commission's sole satisfaction, that the proposed location of Improvements will not negatively impact the quality of Operator's products, services, or Activities, nor interfere with the safe, orderly, and efficient operation of the Airport or the Activities of any other Operator.

2.5.2.2 Lessees engaging in any Activity shall have adequate Leased Premises to accommodate all Activities of Lessee and all approved Sublessees, as required in these Minimum Standards.

### 2.5.3 Ramp/Paved Tie-downs

2.5.3.1 Ramp/Paved Tie-downs must be:

2.5.3.1.1 contiguous and separated by no more than a Taxilane which allows Operator to taxi or tow Aircraft without traversing a Taxiway or public roadway.

2.5.3.1.2 of adequate size and weight bearing capacity to accommodate the movement, staging, and parking of the largest Aircraft currently and anticipated to utilize the Operator's Leased Premises.

2.5.3.1.3 able to accommodate the Operator's Aircraft fleet.

- 2.5.3.2 If Operator utilizes a Hangar for storing all Aircraft in Operator’s fleet at the Airport and Operator does not handle or store customer Aircraft, Tie-downs are not required.
- 2.5.3.3 Ramp associated with Hangars shall be equal to the larger of (1) 125% the square footage of the largest Hangar of the Contiguous Land, or (2) an area able to accommodate the movement of Aircraft into and out of the Hangar(s) and the staging and parking of Aircraft.
- 2.5.3.4 Ramp, Paved Tie-downs, and Hangars must be located so as to provide unimpeded movement of Aircraft in and out of other facilities and/or operating to and from Taxilanes or Taxiways.

2.5.4 Vehicle Parking

- 2.5.4.1 Paved Vehicle parking shall be sufficient, as determined by the Commission, to accommodate all Vehicles and Equipment utilizing the Operator’s Leased Premises on a daily basis. In the event Paved Vehicle parking is insufficient, Operator shall notify the Commission and seek approval for additional Paved Vehicle parking.
- 2.5.4.2 Paved Vehicle parking shall be on the Leased Premises and located in close proximity to Operator’s primary facility.
- 2.5.4.3 On-street Vehicle parking is not permitted.

2.5.5 Hangars

2.5.5.1 Hangars identified throughout these Minimum Standards shall meet the minimum door height and door width (in “feet”) requirements (for the most demanding type of Aircraft being serviced) identified in the table that follows, unless otherwise stipulated in these Minimum Standards or in the Agreement.

	Door Height	Door Width
Single-engine Piston	12	40
Multi-engine Piston	18	60
Turboprop	20	60
Turbojet	28	80

2.5.5.2 Hangar door heights and door widths may be less than the requirements stipulated in Section 2.5.5.1 if the hangars are single structures of not less than 7,500 square feet, subdivided

and configured (although each unit shall not be less than 1,250 square feet) to accommodate individual bays for storage of Single-Engine Piston Aircraft.

## **2.6 Products, Services, and Facilities**

2.6.1 To ensure compliance with the Airport Sponsor Assurances, Operator shall:

2.6.1.1 provide products, services, and facilities on a reasonable, and not unjustly discriminatory, basis to all Airport users.

2.6.1.2 charge reasonable, and not unjustly discriminatory, prices for each product, service, or facility.

2.6.1.2.1 Operator may provide reasonable discounts, rebates, or other similar types of price reductions based on the type, kind, or class of Airport user or the volume purchased.

2.6.1.2.2 Operator shall post its schedule of product, service, and facility pricing in a prominent place readily accessible and/or visible to the general public.

2.6.1.2.3 In the event of a complaint by an Airport user or general public, Operator shall submit a schedule of product, service, and facility pricing to the Commission within 14 calendar days of receiving the Commission's request and a copy or summary of the complaint. In addition to identifying the Operator's product, service, and facility pricing, the schedule shall identify any discounts, rebates, or other similar types of price reductions offered by Operator.

2.6.2 Operator shall engage in its Activities in a safe, secure, efficient, courteous, prompt, and professional manner consistent with the degree of care and skill exercised by qualified and experienced operators providing similar products, services, and facilities at comparable airports and consistent with these Minimum Standards.

## **2.7 Licenses, Permits, Certifications, and Ratings**

2.7.1 Operator and Operator's Employees shall obtain and comply with, at Operator's or Employee's sole cost and expense, all necessary licenses, permits, certifications, and/or ratings required for the provision of

Operator's Activities as required by the Commission or any other duly authorized Agency having jurisdiction prior to engaging in such Activities at the Airport.

2.7.1.1 Operator shall keep in effect and post in a prominent place, readily accessible and/or visible to the general public, copies of all necessary or required licenses, permits, certifications, or ratings.

2.7.1.2 Upon request, Operator or its Employees shall provide copies of such licenses, permits, certifications, or ratings to the Commission within 14 calendar days.

2.7.2 Operators engaged in any Activity at the Airport, whether using or occupying Airport land and/or Improvements or otherwise, shall adhere to the practices recommended by the FAA and shall comply with all Safety Management Systems (SMS) regulations or directives issued by the Commission.

## **2.8 Employees**

2.8.1 Operator shall employ a qualified, experienced, and professional on-site manager who shall be fully responsible for the day-to-day management of Operator's Activities.

2.8.1.1 The person managing Operator's Activities shall have recent experience managing a similar Activity at a comparable airport in a comparable market, as determined by the Airport Director.

2.8.1.2 Operator shall give due consideration to notification from the Commission of the Commission's dissatisfaction with the on-site manager's performance and shall take all reasonable action to eliminate the cause of such dissatisfaction which may include replacing the on-site manager.

2.8.2 During Operator's hours of Activities, a qualified, experienced, and professional on-site manager shall be Readily Available and authorized to represent and act on behalf of Operator with respect to Operator's Activities.

2.8.3 Operator shall have in its employ, on duty, and immediately available during hours of Activity, properly trained and qualified Employees in such numbers as are required to comply with these Minimum Standards and to meet the reasonable demands of customers for each Activity being conducted by Operator.

- 2.8.4 Operator shall control the conduct, demeanor, and appearance of Operator's Employees. It shall be the responsibility of Operator to maintain close supervision over its Employees to ensure high quality products, services, and facilities are consistently provided in a safe, secure, efficient, courteous, prompt, and professional manner.

## **2.9 Aircraft, Equipment, and Vehicles**

- 2.9.1 Operator-required Aircraft, Equipment, and Vehicles must be fully operational, in compliance with applicable Regulatory Measures, and available and capable of providing all required products and services in a manner consistent with their intended use.

- 2.9.1.1 Aircraft, Equipment, and Vehicles may be unavailable, from time to time, on a temporary basis, for a reasonable period of time, due to routine or emergency maintenance as long as:

2.9.1.1.1 appropriate measures are being taken to return the Aircraft, Equipment, or Vehicle to service as soon as possible; and

2.9.1.1.2 a fully operational back-up Aircraft, Equipment, or Vehicle is available within a reasonable period of time to provide the required product or service.

## **2.10 Hours of Activity**

- 2.10.1 Operator hours of Activity and contact information for after-hours service shall be clearly posted in public view using appropriate and professional signage approved, in advance and in writing, by the Commission.

- 2.10.2 Unless otherwise stated in these Minimum Standards, Operator's services shall be continuously offered and available to meet reasonable demand of customers for the Activity eight hours per day between the hours of 6:00 a.m. to 6:00 p.m. Monday through Friday excluding holidays.

- 2.10.3 Unless otherwise stated in these Minimum Standards, Operator's services shall be available all other times (after hours), on-call, with response time not to exceed one hour.

## **2.11 Security**

- 2.11.1 Operator shall comply with the Commission's security requirements and best practices as applicable to the Airport and Operator's Leased Premises and Activities.

- 2.11.2 Operator shall designate a responsible person for the coordination of all security procedures and communications and provide point-of-contact information to the Commission including the name of the primary and secondary contacts. At least one of the contacts shall be available (by telephone) on a 24-hour basis.
- 2.11.3 Operator shall develop and maintain a Security Plan.
- 2.11.3.1 Security Plan shall be submitted to the Commission for review and approval no later than 30 calendar days before Operator is scheduled to commence Activities at the Airport.
- 2.11.3.2 The Security Plan shall be resubmitted any time changes are made clearly showing all changes against the prior version of the Security Plan. The Commission shall have 30 calendar days to review the amended Security Plan before the amended Security Plan becomes effective. During such 30-calendar-day period, the Commission may require Operator to implement reasonable modifications to the Security Plan, which Operator shall be required to implement. Thereafter, Operator shall re-submit such amended Security Plan with the Commission's required modification. The Commission shall have 14 calendar days from such resubmission to review and approve the amended Security Plan.
- 2.11.3.3 Upon request, Operators that are required to comply with a TSA security program must demonstrate compliance to the Commission's satisfaction with all applicable TSA requirements to the Commission within 14 calendar days.
- 2.11.4 Operator must comply with applicable reporting requirements as established by the Commission, FAA, DHS, TSA, and any other Agencies.
- 2.11.5 Fencing, doors, gates, lighting, and locks which are part of the Leased Premises or have been installed by the Operator must be maintained by the Operator and kept in working conditions at all times. Perimeter fencing and associated doors, gates, lighting, and locks will be maintained by the Commission.

## **2.12 Insurance**

- 2.12.1 Operator shall procure, maintain, and pay all premiums throughout the term of Agreement for the applicable insurance coverages and amounts required by Regulatory Measures and set forth in Attachment A

(Minimum Insurance Requirements) of these Minimum Standards for each Activity conducted. The insurance company or companies underwriting the required policies shall be authorized to write such insurance in the State of Iowa (with a Best rating of A or above) or be approved in writing by the Commission.

2.12.1.1 When coverages or amounts set forth in Attachment A (Minimum Insurance Requirements) are not commercially available, appropriate replacement coverages or amounts may be approved in writing by the Commission, at its sole discretion.

2.12.1.2 The Commission reserves the right to require more or different types of insurance coverage based on Operator's individual risks or exposures.

2.12.1.3 The Commission reserves the right to allow the Operator to meet the stated coverage limits of Attachment A (Minimum Insurance Requirements) by combining Operator, individual Client, or umbrella policies to maintain the overall total level of coverage required. All policies shall be written on an occurrence basis, pay on behalf of, and shall include the same endorsements and additional insureds as required of the primary policies.

2.12.2 When Operator engages in more than one Activity, the minimum coverages and amounts shall be established by the Commission and may vary depending upon the nature of each Activity or combination of Activities, but shall not necessarily be cumulative.

2.12.2.1 While it may not be necessary for Operator to procure and maintain insurance for the combined total of the minimum requirements of each Activity, Operator shall procure and maintain insurance for all exposures in amounts at least equal to the greatest of the required minimum or as established by the Commission.

2.12.3 All insurance, which Operator is required to carry and keep in full force and effect, shall name the City and the Commission, individually and collectively, and their respective representatives, officers, officials, Employees, agents, and volunteers as additional insured.

2.12.4 Liability policies shall contain, or be endorsed to contain, the following provisions.

- 2.12.4.1 “City of Cedar Rapids and the Cedar Rapids Airport Commission, individually and collectively, and their respective representatives, officers, officials, Employees, agents, and volunteers are to be covered as additional insured with respect to: liability arising out of activities performed by or on behalf of Operator; premises owned, leased, occupied, or used by Operator; or vehicles, equipment, or aircraft owned, leased, hired, borrowed, or operated by Operator. Such insurance shall provide primary coverage and shall not seek any contribution from any insurance or self-insurance carried by agent or the Cedar Rapids Airport Commission.”
- 2.12.4.2 “Such insurance, as to the interest of the Cedar Rapids Airport Commission only, shall not be invalidated by any act or neglect or breach of contract of Operator. Any failure to comply with reporting or other provisions of the policies, including any breach of warranty, shall not affect coverage provided to the City of Cedar Rapids and the Cedar Rapids Airport Commission, individually and collectively, and their representatives, officers, officials, Employees, agents, and volunteers. Operator’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the aggregate limits of the insurer’s liability.”
- 2.12.4.3 “Coverage shall not be suspended, voided, or cancelled by either party or reduced in coverage or in limits except after 30 calendar days’ prior written notice, 14 calendar days prior written notice for cancellation for non-payment of premium, by certified mail, return receipt requested, has been given to the Cedar Rapids Airport Commission.”
- 2.12.5 Companies issuing the insurance policy or policies shall have no recourse against the City or the Commission for payment of premiums or assessments for any deductibles that are the sole responsibility and risk of the Operator.
- 2.12.6 Certificates of Insurance for the insurance coverages required by Regulatory Measures and these Minimum Standards for each Activity shall be delivered to the Commission upon execution of any Agreement, or when approval is given by the Commission to conduct any Activity at the Airport. Thereafter, Operator shall provide Certificates of Insurance to the Commission every 12 months. In addition, Operator shall furnish a Certificate of Insurance if any change (e.g., changing underwriters, coverages, or amounts) occurs no less than 14 calendar days before such change becomes effective.

- 2.12.7 The coverages and amounts stipulated herein for each Activity represent the minimum coverages and amounts that shall be maintained by Operator, at all times, to engage in Activities at the Airport.
- 2.12.8 Any self-insured Operator shall furnish evidence of such self-insurance and shall defend, indemnify, save, protect, and hold harmless the City or the Commission in the event of any claims or litigation arising out of the Activities at the Airport. Such evidence shall be reviewed and approved in writing by the Commission.
- 2.12.9 Operators with known environmental contamination exposures shall be required to secure appropriate environmental liability insurance with coverage amounts appropriate for the type and level of environmental contamination exposure risk, as determined by the Commission.

### **2.13 Indemnification and Hold Harmless**

- 2.13.1 Operator shall defend, indemnify, save, protect, and hold harmless the City and the Commission, individually and collectively, and their representatives, officers, officials, Employees, agents, and volunteers (collectively, the Indemnified Parties) from and against (and reimburse the City or Commission for) any and all actual or alleged claims, demands, losses, damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), fines, environmental costs, and/or penalties (collectively referred to as Costs) which may imposed upon, claimed against or incurred or suffered by the City or Commission and which, in whole or in part, directly or indirectly, arise from or are in any way connected with any of the following, except to the extent resulting from the City's or the Commission's gross negligence or willful misconduct: (a) any act, omission, or negligence of Operator or Operator's partners, officers, directors, agents, Employees, invitees, or contractors, (b) any use or occupation, management or control of the Operator's Leased Premises, whether or not due to Operator or Operator's own act or omission, (c) any condition created in or about the Operator's Leased Premises after the effective date of the Agreement, and (d) any breach, violation, or nonperformance of the Operator or the Operator's obligations under any Agreement.
- 2.13.1.1 In the event an Indemnified Party hereunder is responsible, in part, for Costs, the Operator shall not be relieved of the obligation to indemnify for remaining Costs; however, in such

a case, liability shall be shared in accordance with the State of Iowa principles of comparative fault.

In the event of an environmental law violation or an environmental contaminating accident or incident caused by Operator or Operator's Employees, vendors, suppliers, contractors, or any other entity associated with Operator or in the event any of these entities violates any environmental law, Operator shall accept total responsibility and defend, indemnify, save, protect, and hold harmless the Indemnified Parties.

- 2.13.2 Nothing herein shall constitute a waiver of any protection available to the City and the Commission, individually and collectively, and their representatives, officers, officials, Employees, agents, and volunteers under the State of Iowa's governmental immunity act or similar statutory provision.

## **2.14 Enforcement**

- 2.14.1 In the event an Operator fails to comply with these Minimum Standards, the Commission shall send a written statement of violation to such Operator at its last known address. The Operator shall have 14 calendar days within which to provide a statement to the Commission explaining why the violation occurred and to advise the Commission that (a) the violation has been corrected or (b) when and how the violation will be corrected. If related to environmental compliance, the Commission may, at the Commission's sole discretion, require a response from the Operator within 24 hours. In addition to any remedies provided for by the Agreement, the Commission, in its sole discretion, has the right to suspend the Operator's operations and/or revoke the Operator's privileges at the Airport, as the Commission deems necessary in order to obtain a correction of the violation. In addition, any such violations shall be considered any time the Operator submits an application, seeks permission, or requests approval from the Commission. The Operator shall pay for any costs and expenses incurred by the Commission, including but not limited to, attorney fees, expert witness fees, court costs, and other costs and expenses.

## **2.15 Taxes**

- 2.15.1 Operator shall, at its sole cost and expense, pay all taxes, fees, and other charges, that may be levied, assessed, or charged by any duly authorized Agency, relating to the Operator's Activities conducted at the Airport.

**2.16 Multiple Activities**

- 2.16.1 When more than one Activity is conducted by an Operator at the Airport, the minimum standards or requirements shall be established by the Commission.
  
- 2.16.2 The minimum standards for combined Activities shall not be:
  - 2.16.2.1 less than the highest standard or requirement for each element (e.g., land, facilities, etc.) within the combined Activities, or
  - 2.16.2.2 greater than the cumulative standards or requirements for all of the combined Activities.

**SECTION 3 FIXED BASE OPERATOR**

**3.1 Introduction**

3.1.1 A Fixed Base Operator (FBO) is an Operator engaged in the sale of products and services and the renting or subleasing of facilities including, at a minimum, the following Activities:

Activities	Required
Aviation Fuels and Aircraft lubricants <sup>1</sup>	Yes
Ground services, support, and amenities <sup>1</sup>	Yes
Aircraft storage <sup>1</sup>	
Ramp/Tiedown	Yes
Hangar	Yes
Aircraft maintenance <sup>2</sup>	Yes

3.1.2 In addition to the General Requirements set forth in Section 2, each FBO at the Airport shall comply with the following minimum standards set forth in Section 3.

**3.2 Scope of Activity**

3.2.1 Unless otherwise stated in these Minimum Standards, all required products and services shall be provided by FBO’s Employees using the FBO’s Aircraft, Vehicles, Equipment, and resources.

3.2.2 Aviation Fuels and Aircraft Lubricants

3.2.2.1 FBO shall deliver and dispense, upon request, the following Aviation Fuel and Aircraft lubricants into all General Aviation Aircraft and shall be able to deliver and dispense, upon request, into all Air Carrier, government, and military Aircraft using the Airport.

Aviation Fuels and Lubricants	Required
Jet A	Yes
Avgas	Yes
Lubricants	Yes

<sup>1</sup> May only be provided by an authorized FBO.

<sup>2</sup> FBO can meet these requirements by arrangement with an Operator authorized by the Commission and which meets the minimum standards for Aircraft Maintenance Operator.

Aviation Fuels and Lubricants	Required
Response time (minutes) <sup>1</sup>	15

### 3.2.3 Ground Services, Support, and Amenities

3.2.3.1 FBO shall provide, upon request, the following passenger, crew, and Aircraft ground services, support, and amenities for General Aviation Aircraft using the Airport and, upon request, for Air Carrier, government, and military Aircraft using the Airport:

Ground Services, Support, and Amenities	Required
Aircraft marshalling	Yes
Aircraft parking and tiedown	Yes
Aircraft towing	Yes
Oxygen services <sup>2</sup>	Yes
Nitrogen services <sup>2</sup>	Yes
Compressed air services	Yes
Lavatory services	Yes
Aircraft ground power (Alternating Current or AC)	Yes
Aircraft ground power (Direct Current or DC)	Yes
Baggage handling and related services	Yes
Concierge services	Yes
Courtesy transportation <sup>3</sup>	Yes
Ground transportation arrangements <sup>4</sup>	Yes
Accommodation arrangements	Yes
Aircraft catering arrangements	Yes

<sup>1</sup> From time of customers' request during required hours of activities, except in circumstances or situations beyond the control of the FBO.

<sup>2</sup> Service to be provided by FBO or in compliance with Section 3.2.5.4.

<sup>3</sup> Utilizing FBO's Vehicles for passenger, crew, and baggage, as necessary and/or appropriate.

<sup>4</sup> Crew and passenger transportation arrangements (e.g., limousine, shuttle, rental car, and/or taxi).

3.2.4 Aircraft Storage

3.2.4.1 FBO shall develop, own, and/or lease facilities for the purpose of Subleasing Aircraft storage facilities.

3.2.4.2 Aircraft storage facility requirements are stipulated in Section 3.3.

3.2.5 Aircraft Maintenance

3.2.5.1 FBO shall provide Aircraft Maintenance in accordance with Section 4 of these Minimum Standards for the following General Aviation Aircraft:

Customers Served	Required
Fixed wing: Piston (single-engine and multi-engine)	Yes
Fixed wing: Turboprop	Yes
Fixed wing: Turbojet <sup>1</sup>	Line Only <sup>2</sup>
Part 145 Repair Station	Yes

3.2.5.2 FBO shall provide Aircraft Line Maintenance upon the request of an Air Carrier for an Air Carrier Aircraft utilizing the Airport.

3.2.5.3 FBO shall be able to provide wheel, brake, and battery service to all Aircraft utilizing the Airport.

3.2.5.4 FBO may meet the requirements of Section 3.2.5 by arrangement with an Operator authorized by the Commission and which meets the minimum standards for Aircraft Maintenance Operator.

**3.3 Leased Premises**

3.3.1 FBO shall have adequate land and Improvements to accommodate all Activities of the FBO and all approved Sublessees, but not less than the following:

<sup>1</sup> General Aviation Aircraft up to Group III Turbojet Aircraft not exceeding 100,000 pounds maximum gross takeoff weight.  
<sup>2</sup> See definition of Aircraft Line Maintenance.

3.3.1.1 Contiguous Land<sup>1</sup> and Ramp consisting of the following:

Contiguous Land and Ramp (square feet)	Required
Contiguous Land (owned or leased Ramp)	217,800
Ramp <sup>2</sup>	108,900
Paved Tiedowns <sup>3</sup>	10

3.3.1.2 Facilities consisting of the following:

Facilities (square feet)	Required
Terminal Building (total)	5,000
Customer area <sup>4</sup>	2,500
Administrative area <sup>5</sup>	500
Rental (leasable) office area <sup>6</sup>	500
Aircraft Maintenance (total)	10,000
Customer area <sup>7</sup>	250
Administrative area <sup>5</sup>	250
Maintenance area <sup>8</sup>	750
Maintenance Hangar <sup>9</sup>	7,500
Maintenance Hangar door height/width	20'/80'
Aircraft storage (community Hangar <sup>10</sup> total)	20,000
Door height/width	20'/80'

<sup>1</sup> Operators desiring to locate required Improvements on non-contiguous property must demonstrate, to the Authority's sole satisfaction, that the proposed location of Improvements will not negatively impact the quality of Operator's products or services, nor interfere with the safe, orderly, and efficient operation of the Airport or the Activities of any other Operator.

<sup>2</sup> Ramp (which can be owned, leased, or managed by the FBO) associated with (and located immediately adjacent to the) the FBO Terminal Building.

<sup>3</sup> Adequate to accommodate the number, type, and size of General Aviation Aircraft (Based Aircraft and Transient Aircraft) requiring Tiedown space on the Leased Premises.

<sup>4</sup> Customer/common area shall include customer lounge(s), flight planning room, kitchen and vending, conference room, and restrooms.

<sup>5</sup> Administrative area shall include adequate space for employee offices, work areas, and storage.

<sup>6</sup> Rental (leasable) office area shall be available to accommodate offices, work areas, and storage for Sublessees.

<sup>7</sup> Customers shall have immediate access to FBO's customer lounge and restrooms. If immediate access is not available, customer area shall be at least the minimum dedicated square feet outlined in the above table to include adequate space for customer lounge and restrooms.

<sup>8</sup> Maintenance area shall include adequate space for employee work areas, shop areas, and storage for Aircraft parts and equipment.

<sup>9</sup> Clear span (on a standalone basis or within another structure) and completely enclosed.

<sup>10</sup> Clear span (on a standalone basis or within another structure) and completely enclosed.

3.3.1.3 Terminal Building shall include the following:

Terminal Building	Required
Customer area	
Passenger lounge	Yes
Flight planning room	Yes
Conference room	Yes
Restrooms	Yes
Kitchen	No
Vending	Yes
Crew lounge	Yes
Crew sleep/quiet room	Yes

**3.4 Fuel Storage**

3.4.1 FBO shall own or lease an above ground Fuel storage facility at the Airport in a location consistent with the Master Plan, Airport Layout Plan, and approved by the Commission.

3.4.2 Fuel storage facility shall have total capacity for three days peak supply of aviation Fuels (excluding special events) for Aircraft being serviced by FBO, including, without limitation, Air Carrier Aircraft if the FBO provides service to any Air Carriers. In no event shall the total storage capacity be less than:

Fuel Storage Facility	Required
Jet A	
Number of tanks	2
Minimum total capacity (gallons)	40,000
Avgas	
Number of tanks	1
Minimum total capacity (gallons)	12,000
Mogas (for Vehicles and Equipment)	
Number of tanks	1
Minimum total capacity (gallons)	500

- 3.4.2.1 FBO shall have adequate and proper storage for waste Fuel or test samples.
- 3.4.2.2 FBO shall be capable of expanding its Fuel storage facility capacity within a reasonable period of time.
- 3.4.3 FBO shall demonstrate to the Commission's satisfaction that satisfactory arrangements have been made with a reputable aviation petroleum supplier for the delivery of aviation Fuels in the quantities necessary to meet the requirements set forth herein or the reasonable peak demands of customers.
- 3.4.4 If not a co-permittee under the Commission's Spill Prevention, Control and Countermeasures (SPCC) Plan, FBO shall provide the Commission with a written SPCC Plan that meets Regulatory Measures for FBO's Fuel storage facilities and Activities. An updated copy of the SPCC Plan shall be filed with the Commission at least 30 calendar days prior to any scheduled changes in operations.
- 3.4.5 Fuel delivered, stored, or dispensed by FBO shall comply with the quality specifications outlined in American Society for Testing and Materials (ASTM) D 1655 (Jet A) and ASTM D 1910 (Avgas). Ensuring the quality of the Fuel is the sole responsibility of FBO.

### **3.5 Fueling Reports**

- 3.5.1 On or before the 10th calendar day of the subsequent month, FBO shall:
  - (a) provide a summary report to the Commission identifying the number of gallons of aviation Fuel: (i) purchased by FBO by Fuel type; (ii) delivered to FBO's Fuel storage facility by Fuel type; and (iii) dispensed by FBO at the Airport to FBO and customer aircraft, and (b) pay the appropriate fees due to the Commission at the Airport administrative offices.
- 3.5.2 Upon request, records and meters shall be made available for review by the Commission or its designated representative. In the case of a discrepancy between the amount of Fuel purchased by and/or delivered to FBO and the amount of Fuel dispensed by FBO, the greater amount shall prevail and the FBO shall promptly pay all additional fees due and owing the Commission at the Airport administrative offices, plus annual interest on the unpaid balance at the maximum rate allowable by law from the date originally due.

**3.6 Fueling Equipment**

3.6.1 FBO shall have the following Refueling Vehicles and associated capacities:

Fueling Equipment	Required
Jet A	
Refueling Vehicle(s)	3
Capacity of 1 <sup>st</sup> Refueling Vehicle (gallons)	3,000
Capacity of 2 <sup>nd</sup> and 3 <sup>rd</sup> Refueling Vehicles (gallons)	2,000
Avgas	
Refueling Vehicle(s)	2 <sup>1</sup>
Capacity of Refueling Vehicles (gallons)	750

3.6.2 Refueling Vehicles shall be equipped with metering devices that meet applicable Regulatory Measures. One Refueling Vehicle dispensing Jet A shall have over-the-wing and single point Aircraft servicing capability. All Refueling Vehicles shall be bottom loaded.

3.6.3 Notwithstanding sections 3.1.1, 3.2, or any other provision of these Minimum Standards to the contrary, the construction and operation of a retail self-service fueling system is reserved exclusively to the Commission. No FBO or SASO shall be permitted to offer or allow retail self-service fueling.

**3.7 Ground Support and Service Equipment**

3.7.1 FBO shall have the following Equipment:

Ground Support and Service Equipment	Required
Oxygen cart(s) <sup>2</sup>	1
Nitrogen cart(s) <sup>2</sup>	1
Compressed air unit(s)	1
Lavatory service cart(s)	1
Ramp transportation Vehicle(s) <sup>3</sup>	1
Deicing unit	Upon request
Courtesy Vehicle(s) <sup>4</sup>	1
Minimum number of passengers	5

<sup>1</sup> A fixed fueling system can be substituted for one Avgas Refueling Vehicle.

<sup>2</sup> Equipment to be provided by FBO or in compliance with Section 3.2.5.4.

<sup>3</sup> To be utilized (by FBO) for transportation of passengers, crew, and baggage to and from destinations on the Ramp to the FBO Terminal Building and/or Vehicle parking area(s).

<sup>4</sup> To be utilized (by FBO) for transportation of passengers, crew, and baggage to and from destinations on the Airport to local area resorts, hotels, and restaurants.

Ground Support and Service Equipment	Required
Crew car(s) <sup>1</sup>	1
Aircraft towing Vehicle(s) <sup>2</sup>	2
Tow bars/heads	As required
Aircraft ground power (Alternating Current or AC)	1
Aircraft ground power (Direct Current or DC)	2
Equipment for securing Aircraft on the Ramp <sup>3</sup>	Yes
Spill kits <sup>4</sup>	2
Dry chemical fire extinguisher units <sup>5</sup>	As required

### 3.8 Hours of Activity

3.8.1 Aviation fueling and Aircraft lubricants as well as ground services, support, and amenities shall be continuously offered and available to meet reasonable demands of customers for this Activity as follows:

Hours of Activity	Required
Hours	0400-2200
Days per week	7
Holidays	Yes
After hours on-call response time	1 hour

3.8.2 FBO (and its authorized Aircraft Maintenance Operator Sublessee, if applicable) shall otherwise be open and services shall be continuously offered and available to meet reasonable demands of the public for this Activity as outlined in Section 2.10.

### 3.9 Employees

3.9.1 Employees, while on duty, shall be clean, neat in appearance, and at all times, properly uniformed. Uniforms shall identify the name of the FBO.

3.9.1.1 Management and administrative Employees shall not be required to be uniformed.

3.9.2 FBO shall have properly trained and qualified Employees to provide Aircraft Fueling, parking, and ground services and support, as follows:

Employees	Required
Line service technician(s) <sup>6</sup>	
During Hours of Activity	3

Employees	Required
Customer Service Representative(s) <sup>7</sup>	
During Hours of Activity	1

3.9.3 FBO (or its authorized Aircraft Maintenance Operator, if applicable) shall comply with the Aircraft Maintenance Employee requirements as identified in Section 4.

**3.10 Licenses and Certification**

3.10.1 FBO (and its authorized Aircraft Maintenance Operator, if applicable) shall comply with the licensing and certification requirements identified in Section 2.7 and Section 4.

**3.11 Standard Operating Procedures**

3.11.1 FBO shall develop and maintain Standard Operating Procedures (SOP). FBO's SOP shall include, at a minimum, a training plan, Fuel quality assurance procedures and associated record keeping, and emergency response procedures to Fuel spills and fires, and aircraft ground handling procedures. FBO's SOP shall also address: (a) regular safety and security inspections, (b) bonding and fire protection, (c) public protection, and (d) marking and labeling of (and controlling access to) Fuel storage facilities and Fueling Equipment.

3.11.1.1 FBO's SOP shall be submitted to the Commission no later than 30 calendar days before the FBO's Activities are scheduled to commence and it shall be resubmitted any time changes are planned.

3.11.2 Fuel storage facilities and Fueling Equipment shall be equipped and maintained to FBO's SOP and shall comply with applicable Regulatory

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<sup>1</sup> To be utilized (by crew members) for transportation of passengers, crew, and baggage to and from destinations on the Airport to local area resorts, hotels, and restaurants.  
<sup>2</sup> At least one having a rated draw bar capacity sufficient to meet the towing requirements of the heaviest General Aviation Aircraft normally frequenting the Airport.  
<sup>3</sup> Including ropes, chains, and/or other types of Aircraft restraining devices and wheel chocks which are required to safely secure Aircraft as described in AC 20-35C.  
<sup>4</sup> Including necessary Equipment and materials to contain and restrict a Fuel spill and restrict Fuel or other Hazardous Substances from flowing into drains and other areas, in compliance with the FBO's SPCC Plan.  
<sup>5</sup> Approved and regularly inspected dry chemical fire extinguisher units shall be maintained within all Hangars, on all Ramp areas, at all Fuel storage facilities, and on all ground handling and Refueling Vehicles and Equipment.  
<sup>6</sup> FBO shall have at least one supervisory line service technician (FBO Employee) trained in an FAA approved fire safety program (14 CFR Part 139.321).  
<sup>7</sup> A line service technician may fulfill the responsibilities of the customer service representative unless the line service technician is performing duties off the Leased Premises.

Measures and industry best practices including, without limitation, those prescribed by:

- 3.11.2.1 National Fire Protection Association (NFPA) Codes;
- 3.11.2.2 State of Iowa
- 3.11.2.3 County of Linn
- 3.11.2.4 City of Cedar Rapids
- 3.11.2.5 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials"; and
- 3.11.2.6 applicable Advisory Circulars (ACs) including AC 00-34 "Aircraft Ground Handling and Servicing", AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on an Airport", and AC 150/5230-4A "Aircraft Fuel Storage, Handling, and Dispensing on Airports".

**3.12 Aircraft Removal**

3.12.1 Recognizing that Aircraft removal is the responsibility of the Aircraft Owner or Aircraft Operator, FBO shall be prepared to lend assistance within 15 minutes from the time a request is made by the Commission or the Aircraft Owner or Aircraft Operator in order to maintain the operational readiness of the Airport. FBO shall prepare an Aircraft removal plan and have the Equipment Readily Available necessary to remove up to and including the following Aircraft:

Aircraft Removal	Required
Aircraft Design Group	Group III

**SECTION 4 AIRCRAFT MAINTENANCE OPERATOR (SASO)**

**4.1 Introduction**

- 4.1.1 An Aircraft Maintenance Operator is a Commercial Operator engaged in providing Aircraft Maintenance on the Airport for Aircraft other than those owned, leased, and/or operated by (under the full and exclusive control of) Operator on the Airport.
- 4.1.2 In addition to the General Requirements set forth in Section 2, each Operator at the Airport shall comply with the following minimum standards set forth in Section 4.

**4.2 Leased Premises**

- 4.2.1 Operator engaging in this Activity shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessees, but not less than the following, which are not cumulative.

Leased Premises (square feet)	Required
Contiguous Land (Lessee only)	
Single-engine Piston	21,780
Multi-engine Piston	32,670
Turboprop	43,560
Turbojet	43,560
Customer area <sup>1</sup>	
Lessee	250
Sublessee	Immediate access
Administrative area <sup>2</sup>	
	250
Maintenance area <sup>3</sup>	
Single-engine Piston	500
Multi-engine Piston	640
Turboprop	750
Turbojet	1,000

<sup>1</sup> Customer area shall include adequate space for customer lounge and restrooms.  
<sup>2</sup> Administrative area shall include adequate and dedicated space for employee offices, work areas, and storage.  
<sup>3</sup> Maintenance area shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts, accessories, related components, and Equipment.

Hangar <sup>1</sup>	
Single-engine Piston	3,600
Multi-engine Piston	6,400
Turboprop	7,500
Turbojet	10,000

**4.3 Licenses and Certification**

4.3.1 Operator and Operator’s Employees shall hold all necessary FAA certifications and permits required for the Activities.

**4.4 Employees**

4.4.1 Operator shall employ and have on duty a number of Employees necessary to conduct the Activities safely and competently, or as required by Regulatory Measures. Operator shall have at least one A&P with inspection authorization on duty at all times.

**4.5 Equipment**

4.5.1 Operator shall have all reasonably necessary Equipment for the proper performance of services being provided in accordance with the manufacturer’s specifications and applicable FAA regulations.

**4.6 Defueling**

4.6.1 An Aircraft Maintenance Operator may defuel Aircraft if necessary for aircraft maintenance purposes only. Additionally, an Aircraft Maintenance Operator may refuel the defueled Aircraft following provision of required aircraft maintenance. Defueling and refueling shall not be construed to permit an Aircraft Maintenance Operator to engage in the sale of aviation Fuels as this Activity is specifically reserved for an FBO (Section 3).

4.6.2 Aircraft Maintenance Operator conducting defueling and refueling of defueled Aircraft shall have adequate and proper fuel storage, provide the Commission with a SPCC Plan for defueling, refueling, and fuel storage (if not a co-permittee of the under the Commission’s SPCC Plan, and conform with Section 3.4.5, Section 3.5, and Section 3.11.2.

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<sup>1</sup> Hangar area shall be at least equal to the square footage stipulated for the type of service being provided (as identified above) or large enough to accommodate the largest General Aviation Aircraft being serviced, whichever is greater.

**SECTION 5 AVIONICS OR INSTRUMENT MAINTENANCE OPERATOR (SASO)**

**5.1 Introduction**

5.1.1 An Avionics or Instrument Maintenance Operator is a Commercial Operator engaged in the business of maintenance or alteration of appliances as described in 14 CFR Part 43, Appendix A (i.e., Aircraft radios, electrical systems, or instruments) for Aircraft other than those owned, leased, and/or operated by (under the full and exclusive control of) Operator on the Airport.

5.1.2 In addition to the General Requirements set forth in Section 2, each Operator at the Airport shall comply with the following minimum standards set forth in Section 5.

**5.2 Leased Premises**

5.2.1 Operator engaging in this Activity shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessees, but not less than the following, which are not cumulative.

5.2.1.1 For Operators performing bench work only (i.e., no removal or replacement services are being performed), the minimum facility requirements are as follows.

Leased premises (square feet)	Required
Contiguous Land (Lessee only)	10,890
Customer area <sup>1</sup>	
Lessee	250
Sublessee	Immediate access
Administrative area <sup>2</sup>	250
Maintenance area <sup>3</sup>	250

<sup>1</sup> Customer area (for a Lessee) shall include adequate space for (or in the case of a Sublessee, immediate access to) customer lounge and restrooms.

<sup>2</sup> Administrative area shall include adequate and dedicated space for employee offices, work areas, and storage.

<sup>3</sup> Maintenance area shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts and Equipment.

5.2.1.2 For Operators performing services beyond bench work (i.e., removal and replacement services are being performed), the minimum facility requirements are as follows.

Leased premises (square feet)		Required
Contiguous Land (Lessee only)		
Single-engine piston		21,780
Multi-engine piston		21,780
Turboprop		32,670
Turbojet		32,670

Leased premises (square feet)		Required
Customer area <sup>1</sup>		
Lessee		250
Sublessee		Immediate access
Administrative area <sup>2</sup>		250
Maintenance area <sup>3</sup>		
Single-engine piston		500
Multi-engine piston		640
Turboprop		750
Turbojet		1,000
Hangar <sup>4</sup>		
Single-engine piston		3,600
Multi-engine piston		6,400
Turboprop		7,500
Turbojet		10,000

<sup>1</sup> Customer area (for a Lessee) shall include adequate space for (or in the case of a Sublessee, immediate access to) customer lounge and restrooms.

<sup>2</sup> Administrative area shall include adequate and dedicated space for employee offices, work areas, and storage.

<sup>3</sup> Maintenance area shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts and Equipment.

<sup>4</sup> Hangar shall be at least equal to the square footage stipulated for the type of service being provided (as identified above) or large enough to accommodate the largest General Aviation Aircraft being serviced, whichever is greater.

### **5.3 Licenses and Certifications**

- 5.3.1 Operator and shall hold all necessary FAA certifications and permits required for the Activities.
- 5.3.2 Employees shall be properly certificated by the FAA and the Federal Communications Commission, current, and hold the appropriate ratings for the work being performed.

### **5.4 Employees**

- 5.4.1 Operator shall employ and have on duty a number of Employees necessary to conduct the Activities safely and competently, or as required by Regulatory Measures. .

### **5.5 Equipment**

- 5.5.1 Operator shall provide sufficient shop space, Equipment, supplies, and availability of parts, as required by Regulatory Measures.

**SECTION 6 AIRCRAFT RENTAL OR FLIGHT TRAINING OPERATOR (SASO)**

**6.1 Introduction**

- 6.1.1 An Aircraft Rental Operator is a Commercial Operator engaged in the rental of Aircraft to the public at the Airport.
- 6.1.2 A Flight Training Operator is a Commercial Operator engaged in providing Flight Training to the public at the Airport.
  - 6.1.2.1 A person holding a current FAA Certified Flight Instructor certificate, who provides occasional Flight Training to an Aircraft Owner in the Owner's Aircraft and is not compensated by the Aircraft Owner or any other party and does not hold out as providing Flight Training to the public, shall not be deemed to be engaged in a Commercial Activity.
- 6.1.3 In addition to the General Requirements set forth in Section 2, each Operator at the Airport shall comply with the following minimum standards set forth in Section 6.

**6.2 Leased Premises**

- 6.2.1 Operator engaging in this Activity shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessee(s), but not less than the following, which are not cumulative.

Leased Premises (square feet)	Required
Contiguous Land (Lessee only)	
Without hangar	10,890
With hangar	21,780
Customer area	
Lessee <sup>1</sup>	250
Sublessee <sup>2</sup>	100
Administrative area <sup>3</sup>	250
Self-maintenance <sup>4</sup>	

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<sup>1</sup> Customer area shall include adequate space for customer lounge, class/training rooms, and restrooms.  
<sup>2</sup> Customer area shall include adequate space for class/training rooms and immediate access to customer lounge and restrooms.  
<sup>3</sup> Administrative area shall include adequate and dedicated space for employee offices, work areas, and storage.  
<sup>4</sup> Only for Operators engaged in self-maintenance.

Maintenance area <sup>1</sup>	500
Hangar <sup>2</sup>	3,600

6.2.1.1 If Operator provides Aircraft Maintenance on other Aircraft, Operator shall comply with the minimum standards for an Aircraft Maintenance Operator (Section 4).

**6.3 Licenses and Certifications**

6.3.1 Employees performing Aircraft proficiency checks and/or Flight Training shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certifications for the Aircraft being utilized and/or Flight Training being provided.

6.3.1.1 Flight Training Operators shall have available a properly certificated ground school instructor capable of providing on-demand ground school instruction sufficient to enable students to pass the FAA written examinations for commercial pilot and instrument rating.

**6.4 Employees**

6.4.1 At a minimum, Operator shall employ the following number of Employees who shall be available during required hours of activity.

Employees	Required
Aircraft Rental Operator	
Employee(s)	1
Customer Service Representative(s) <sup>3</sup>	1
Flight Training Operator	
Flight Instructor(s)	1
Certificated ground school instructor(s) <sup>4</sup>	1
Customer Service Representative(s) <sup>5</sup>	1

<sup>1</sup> Maintenance area shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts and Equipment.

<sup>2</sup> Hangar shall be at least equal to the square footage stipulated (as identified above) or large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by the Operator, whichever is greater. Does not apply if Aircraft Rental Operator or Flight Training Operator leases or Subleases sufficient ramp and tie-down space to accommodate the entirety of Operator's Aircraft fleet.

<sup>3</sup> An employee may fulfill the responsibilities of the customer service representative.

<sup>4</sup> Capable of providing on-demand ground school instruction sufficient to enable students to pass the FAA written examinations for commercial pilot and instrument rating. May be fulfilled by a properly certified Flight Instructor.

<sup>5</sup> A flight instructor may fulfill the responsibilities of the customer service representative.

**6.5 Equipment**

6.5.1 Operator shall have the following number of properly certified and airworthy Aircraft available for rental or use in Flight Training, as applicable, which shall be owned or leased by Operator (and operated under the full and exclusive control of Operator).

Equipment	Required
Aircraft Rental Operator Aircraft	
Fixed wing: single-engine	1 <sup>1</sup>
Flight Training Operator Aircraft	
Fixed wing: single-engine	1 <sup>2</sup>

6.5.2 Flight Training Operators shall provide, at a minimum, adequate training aids necessary to provide proper and effective ground school instruction.

**6.6 Hours of Activity**

6.6.1 Operator services shall be available to meet the reasonable demands of customers for this Activity as follows:

Hours of Activity	Required
Days per week	6
Holidays	No
After hours	Prior arrangement

**6.7 Insurance Disclosure Requirement**

6.7.1 Any Operator conducting Aircraft rental or Flight Training shall post a notice (and incorporate within its rental and instruction agreements) that: (a) identifies the insurance coverages provided to the renter or student by Operator, (b) discusses when and how the insurance coverages apply, (c) indicates where additional information can be obtained, and (d) advises the renter or student that additional insurance coverage is available (i.e., that the renter or student can purchase an individual non-ownership liability policy). Operator shall provide a copy of such notice to the Commission.

<sup>1</sup> One Aircraft must be IFR capable and four place.

<sup>2</sup> One Aircraft must be IFR capable unless Flight Training Operator is only providing Sport Pilot training.

**SECTION 7 AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (SASO)**

**7.1 Introduction**

- 7.1.1 An Aircraft Charter Operator is a Commercial Operator engaged in on-demand common carriage for persons or Property or which operates in non-common or private carriage utilizing Aircraft based at the Airport.
- 7.1.2 An Aircraft Management Operator is a Commercial Operator engaged in the business of providing Aircraft management including, but not limited to, flight dispatch, flight crews, or Aircraft Maintenance coordination to the public on the Airport.
- 7.1.3 In addition to the General Requirements set forth in Section 2, each Operator at the Airport shall comply with the following minimum standards set forth in Section 7.

**7.2 Leased Premises**

- 7.2.1 Operator engaging in this Activity shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessee(s), but not less than the following, which are not cumulative.
  - 7.2.1.1 If Operator provides Aircraft Maintenance on Aircraft other than those owned or leased and under the exclusive control of Operator, Operator shall comply with the minimum standards for an Aircraft Maintenance Operator (Section 4).

Leased Premises (square feet)	Required
Contiguous Land (Lessee only)	
Without hangar	10,890
With hangar	21,780
Customer area <sup>1</sup>	
Lessee	250
Sublessee	Immediate access
Administrative area <sup>2</sup>	
	250

<sup>1</sup> Customer area (for a Lessee) shall include adequate space for (or in the case of a Sublessee, immediate access to) customer lounge and restrooms.  
<sup>2</sup> Administrative area shall include adequate and dedicated space for employee offices, work areas, and storage.

Self-maintenance <sup>1</sup>	
Maintenance area <sup>2</sup>	500
Hangar <sup>3</sup>	3,600

**7.3 Licenses and Certifications**

7.3.1 Aircraft Charter Operators shall have and provide copies to the Commission of all appropriate certifications and approvals, including without limitation, the Pre-application Statement of Intent (FAA Form 8400-6), the Registrations and Amendments under Part 298 (OST Form 4507), and/or FAA issued operating certificate(s). Any time certifications or approvals are modified, the updated documentation reflecting the changes shall be provided to the Commission within three calendar days.

**7.4 Employees**

7.4.1 If certificated to engage in on-demand common carriage, private carriage for persons or Property, Aircraft Charter Operator shall employ the number of Employees as required by Regulatory Measures.

7.4.2 If certificated to engage in private carriage, Aircraft Charter Operator shall employ the number of Employees as required by Regulatory Measures, and not less than the following, who shall be available during required hours of Activity:

Employees	Required
Chief Pilot <sup>4</sup>	Yes
Commercial Pilot(s)	1
Customer Service Representative(s) <sup>5</sup>	1

7.4.3 Aircraft Management Operator shall, at a minimum, employ the following number of Employees who shall be available during required hours of activity as follows:

<sup>1</sup> Only for Operators engaged in self-maintenance.  
<sup>2</sup> Maintenance area shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts and Equipment.  
<sup>3</sup> Hangar shall be at least equal to the square footage stipulated (as identified above) or large enough to accommodate the largest Aircraft in Operator’s fleet at the Airport maintained by the Operator, whichever is greater. Does not apply if Operator leases or Subleases sufficient ramp and tie-down space to accommodate the entirety of Operator’s Aircraft fleet  
<sup>4</sup> A commercial pilot may serve as the chief pilot.  
<sup>5</sup> The chief pilot or a commercial pilot may fulfill the responsibilities of the customer service representative unless the chief pilot or the commercial pilot is performing duties off the Leased Premises.

Employees	Required
Commercial Pilot(s) <sup>1</sup>	1
Customer Service Representative(s) <sup>2</sup>	1

## 7.5 Equipment

7.5.1 Aircraft Charter Operator shall provide, either owned or under written lease to Operator and under the full and exclusive control of Operator, at least one certified and continuously airworthy Single-Engine Piston, multi-engine Piston, Turboprop, Turbojet Aircraft which shall be equipped for and fully capable of flight under instrument conditions.

## 7.6 Hours of Activity

7.6.1 Operator shall be open and services shall be available to meet the reasonable demands of customers for this Activity, as follows:

Hours of Activity	Required
Hours	8 hours per day
Days per week	5
Holidays	No
After hours	Yes (initial response within 1 hour)

7.6.2 For Aircraft Charter Operator, after hours, on-call response time is as follows. Each response time is predicated upon the previous step, initialized upon customer inquiry.

After Hours, On-Call Response Time	Required
Response to customer inquiries	1 hour
Provision of trip quote	1 hour
Flight initiation <sup>3</sup>	2 hours

<sup>1</sup> If providing pilot services.

<sup>2</sup> A commercial pilot may fulfill the responsibilities of the customer service representative unless the chief pilot or the commercial pilot is performing duties off the Leased Premises.

<sup>3</sup> Operator shall be able to initiate the flight within the time period identified, except where circumstances (i.e., weather, aircraft availability) are beyond Operator's control.

**SECTION 8 AIRCRAFT SALES OPERATOR (SASO)**

**8.1 Introduction**

8.1.1 An Aircraft Sales Operator is a Commercial Operator engaged in the commercial sale of new and/or used Aircraft on the Airport. This excludes individuals or entities reselling owned Aircraft, unless the individual or entity purchases Aircraft for the primary purpose of resale.

8.1.2 In addition to the General Requirements set forth in Section 2, each Aircraft Sales Operator at the Airport shall comply with the following minimum standards set forth in Section 8.

**8.2 Leased Premises**

8.2.1 Operator engaging in this Activity shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessee(s), but not less than the following, which are not cumulative.

Leased Premises (square feet)	Required
Contiguous Land (Lessee only)	
Without hangar	10,890
With hangar	21,780
Customer area <sup>1</sup>	
Lessee	250
Sublessee	Immediate access
Administrative area <sup>2</sup>	250
Self-maintenance <sup>3</sup>	
Maintenance area <sup>4</sup>	500
Hangar <sup>5</sup>	3,600

<sup>1</sup> Customer area (for a Lessee) shall include adequate space for (or in the case of a Sublessee, immediate access to) customer lounge and restrooms.

<sup>2</sup> Administrative area shall include adequate and dedicated space for employee offices, work areas, and storage.

<sup>3</sup> Only for Operators engaged in self-maintenance.

<sup>4</sup> Maintenance area shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts and Equipment.

<sup>5</sup> Hangar shall be at least equal to the square footage stipulated (as identified above) or large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by the Operator, whichever is greater. Does not apply if Operator leases or Subleases sufficient ramp and tie-down space to accommodate the entirety of Operator's Aircraft fleet

8.2.1.1 If Operator provides Aircraft Maintenance on Aircraft other than those owned or leased by Operator and under its exclusive control, Operator shall comply with the minimum standards for an Aircraft Maintenance Operator (Section 4).

**8.3 Dealership**

8.3.1 Operators which are an authorized factory sales franchise, dealer, or distributor either on a retail or wholesale basis, shall have available or shall make available with reasonable advance notice at least one current model demonstrator of Aircraft in each of its currently authorized product lines.

**8.4 Licenses and Certifications**

8.4.1 Employees shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certification for providing flight demonstration in all Aircraft offered for sale.

**8.5 Employees**

8.5.1 At a minimum, Operator shall employ the following number of Employees who shall be available during required hours of activity.

Employees	Required
Commercial Pilot(s)	1
Customer Service Representatives <sup>1</sup>	1

**8.6 Hours of Activity**

8.6.1 Operator shall be open and services shall be available to meet the reasonable demands of customers for this Activity as follows:

Hours of Activity	Required
Hours	8 hours per day
Days per week	5
Holidays	No
After hours	Prior arrangement

<sup>1</sup> A commercial pilot may fulfill the responsibilities of the customer service representative unless the commercial pilot is performing duties off the Leased Premises.

**8.7 Sales Guarantee or Warranty**

- 8.7.1 Operator shall provide necessary and satisfactory arrangements for Aircraft Maintenance in accordance with any sales guarantee or warranty period.

## SECTION 9 INDEPENDENT AIRCRAFT MAINTENANCE OPERATOR (SASO)

### 9.1 *Introduction*

9.1.1 An Independent Aircraft Maintenance Operator is a Commercial Operator engaged in providing specialized Aircraft Maintenance services on the Airport for Aircraft other than those owned, leased, and/or operated by (under the full and exclusive control of) Operator which are beyond the technical capabilities of on-Airport Aircraft Maintenance Operators (FBOs or SASOs) at the Airport, and which does not lease or sublease land or Improvements at the Airport.

#### 9.1.1.1 Limitations

9.1.1.1.1 An Independent Aircraft Maintenance Operator may only provide Aircraft Maintenance to Based Aircraft and shall not solicit any Transient Aircraft, except that, at the request of an FBO or Aircraft Maintenance Operator, an Independent Aircraft Maintenance Operator may provide Aircraft Maintenance to Transient Aircraft.

9.1.2 In addition to the General Requirements set forth in Section 2 (excluding Section 2.5 and Section 2.10), each Independent Aircraft Maintenance Operator shall comply with the following minimum standards set forth in Section 9.

### 9.2 *Location*

9.2.1 Independent Aircraft Maintenance Operator shall only provide Aircraft Maintenance in locations designated and/or approved, in writing, by the Commission.

9.2.2 These locations (including any Improvements) must meet applicable Regulatory Measures for the type of Aircraft Maintenance being provided.

### 9.3 *Licenses and Certifications*

9.3.1 Employees shall be properly certificated by the FAA, maintain current licenses and certifications, and hold the appropriate ratings for the work being performed.

9.3.2 Independent Aircraft Maintenance Operator must have a General Aviation Operator Permit. Notwithstanding the authority granted in 14

CFR § 43.3, the Airport Director in his/her sole discretion, if an FBO or Aircraft Maintenance Operator is fully meeting the needs of based and transient customers, Independent Aircraft Maintenance Activities may not be permitted.

## **SECTION 10 INDEPENDENT FLIGHT TRAINING OPERATOR (SASO)**

### **10.1 Introduction**

10.1.1 An Independent Flight Training Operator is a Commercial Operator engaged in providing specialized flight instruction to the public at (originating from) the Airport not available from on-Airport Flight Training Operators, but which does not lease or Sublease land or Improvements at the Airport.

10.1.1.1 A person holding a current FAA Certified Flight Instructor certificate, who provides occasional Flight Training to an Aircraft Owner in the Owner's Aircraft and is not compensated by the Aircraft Owner or any other party and does not make Flight Training available to the public, shall not be deemed to be engaged in a Commercial Activity.

10.1.2 In addition to the General Requirements set forth in Section 2 (excluding Section 2.5 and Section 2.10), each Independent Flight Training Operator shall comply with the following minimum standards set forth in Section 10.

### **10.2 Location**

10.2.1 Independent Flight Training Operator shall only provide ground school instruction in locations designated and/or approved, in writing, by the Commission if ground school instruction is being provided at the Airport.

### **10.3 Licenses and Certifications**

10.3.1 Employees shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certifications for the Aircraft being utilized and/or Flight Training being provided.

10.3.1.1 Independent Flight Training Operator shall have available a properly certificated ground school instructor capable of providing on-demand ground school instruction sufficient to enable students to pass the FAA written examinations for commercial pilot and instrument rating.

### **10.4 Equipment**

10.4.1 Independent Flight Training Operator shall provide, at a minimum, adequate training aids necessary to provide proper and effective ground school instruction.

## **10.5 Insurance Disclosure Requirement**

- 10.5.1 Any Independent Flight Training Operator shall provide a notice to the student and the Airport Director (and incorporate within its instruction agreements) that: (a) identifies the insurance coverages provided to the student by the Independent Flight Training Operator, (b) discusses when and how the insurance coverages apply, (c) indicates where additional information can be obtained, and (d) advises the student that additional insurance coverage is available (i.e., that the student can purchase an individual non-ownership policy). Independent Flight Training Operator shall provide a copy of such notice to the Commission.

## SECTION 11 OTHER COMMERCIAL AERONAUTICAL ACTIVITIES (SASO)

### 11.1 Introduction

- 11.1.1 This Section pertains to other SASOs engaging in Limited Aircraft Services and Support Activities (see Section 11.1.1.1.), Miscellaneous Commercial Services and Support Activities (see Section 11.1.1.2.), or air transportation services for hire Activities (see Section 11.1.1.3.).
- 11.1.1.1 **Limited Aircraft Services and Support** - are defined as limited Aircraft, engine, or accessory services and support (e.g., cleaning, washing, waxing, painting, upholstery, propeller repair, etc.).
- 11.1.1.2 **Experimental Aircraft Services and Support** – are defined as construction assistance to owners of experimental and/or amateur-built Aircraft (as defined in 14 CFR Section 21.191).
- 11.1.1.3 **Miscellaneous Commercial Services and Support** - are defined as ground instruction, simulator training, scheduling and dispatching, or any other related Commercial services and support Activities.
- 11.1.1.4 **Other Air Transportation Services for Hire** - are defined as non-stop sightseeing flights (flights which begin and end at the Airport and are conducted within a 25 statute mile radius of the Airport); flights for aerial photography or survey, firefighting, and power line, underground cable, or pipe line patrol; helicopter operations relating to construction or repair work; or, other related air transportation services for hire.
- 11.1.2 In addition to the General Requirements set forth in Section 2, each of the SASOs described in Section 10.1.1. at the Airport shall comply with the following minimum standards set forth in Section 11.

### 11.2 Leased Premises

- 11.2.1 Operator engaging in this Activity shall have adequate land and Improvements, as appropriate and as agreed to by the Commission, to accommodate all Activities of Operator and all approved Sublessee(s), but not less than the following, which are not cumulative.

Leased Premises (square feet)	Required
Contiguous Land (Lessee only)	
Without hangar	10,890
With hangar	21,780
Customer area <sup>1</sup>	
Lessee	250
Sublessee	Immediate access
Administrative area <sup>2</sup>	250
Self-maintenance <sup>3</sup>	
Maintenance area <sup>4</sup>	500
Hangar <sup>5</sup>	3,600

11.2.1.1 If Operator provides Aircraft Maintenance on other Aircraft, Operator shall comply with the minimum standards for an Aircraft Maintenance Operator (Section 4).

### 11.3 Employees

11.3.1 Operator shall provide a sufficient number of Employees to carry out Activity in a safe, secure, efficient, prompt, courteous, and professional manner while also meeting the reasonable demands of customers for this Activity.

### 11.4 Equipment

11.4.1 Operator shall have (based at the Airport), either owned or under written lease to (and under the full and exclusive control of) Operator, sufficient Vehicles, Equipment, and, if appropriate, one certified and continuously airworthy Aircraft.

11.4.2 Operator shall have sufficient materials and/or supplies available to support the Activity.

<sup>1</sup> Customer area (for a Lessee) shall include adequate space for (or in the case of a Sublessee, immediate access to) customer lounge and restrooms.  
<sup>2</sup> Administrative area shall include adequate and dedicated space for employee offices, work areas, and storage.  
<sup>3</sup> Only for Operators engaged in self-maintenance.  
<sup>4</sup> Maintenance area shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts and Equipment which may be co-located within Hangar.  
<sup>5</sup> Hangar shall be at least equal to the square footage stipulated (as identified above) or large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by the Operator, whichever is greater.

**11.5 Hours of Activity**

- 11.5.1 Operator shall be open and services shall be available during the hours maintained by qualified and experienced entities providing comparable services and/or engaging in similar Activities at comparable airports.
- 11.5.2 Operator's services shall be available to meet the reasonable demands of customers for the Activity.

## SECTION 12 GENERAL AVIATION OPERATOR PERMIT

### 12.1 *Application*

- 12.1.1 Any entity desirous of engaging in a Commercial Aeronautical Activity at the Airport shall complete all relevant and applicable sections of the General Aviation Operator and Lessee Application (Application) and submit the Application to the Commission and obtain a Permit from the Commission prior to engaging in the desired Activity(ies) at the Airport.
- 12.1.2 The entity shall submit all of the information requested in the Application and thereafter shall submit any additional information, data, and/or documentation that may be required or requested by the Commission in order to properly and fully evaluate the Application and facilitate an analysis of the prospective operation including, but not limited to, verifiable qualifications and experience; past and current financial performance, condition, and capability (as evidenced by historical and current financial statements); references, etc.
- 12.1.3 No Application will be deemed complete that does not provide the Commission with the information, data, and/or documentation necessary to enable the Commission to make a meaningful assessment of entity's prospective operation and determine whether the entity's prospective operation will comply with all applicable Regulatory Measures and be compatible with the Airport Master Plan, and Airport Layout Plan.
- 12.1.4 Following review and approval by the Commission and subject to the entity complying with all requirements, a Permit will be issued by the Commission.

### 12.2 *Approved General Aviation Operator Permit*

- 12.2.1 The Approved Permit will be valid for the time period indicated in the Permit as long as Operator meets the following requirements:
  - 12.2.1.1 The information submitted by Operator is and remains current. Operator shall notify the Commission in writing within 21 calendar days of any change to the information submitted by Operator. In the event of such change, the Commission shall

have 21 calendar days to review and approve the submitted information.

- 12.2.1.2 Operator remains in full compliance with these Minimum Standards, all applicable Regulatory Measures, and the terms and conditions of the Permit.
- 12.2.2 The Permit may not be assigned or transferred and shall be limited solely to the approved Activity(ies) identified in the Permit.
- 12.2.3 For Lessees, the Permit shall be incorporated by reference into the Lessee's Agreement. The breach of any portion of the Permit by Operator, including the Application incorporated by reference therein, shall be deemed a material breach of any associated Agreement allowing the Commission the option to terminate the Permit and/or the Agreement.

### **12.3 Existing Operator with an Existing Agreement**

- 12.3.1 No Change in Scope of Activities
  - 12.3.1.1 Upon adoption of these Minimum Standards, an existing Operator with an existing Agreement may engage or continue to engage in those Activities expressly permitted under the Agreement without submitting an Application under this Section, provided that Operator is in full compliance with all the terms and conditions of the Agreement and all applicable Regulatory Measures, including if applicable, these Minimum Standards, subject to Section 1.4.2.1.
- 12.3.2 Change in Scope of Activities
  - 12.3.2.1 Prior to engaging in any new Activity not permitted under an existing Agreement or Permit, Operator shall complete and submit an Application to, and receive a Permit from, the Commission.

## SECTION 13 AVIATION FUEL AND LUBRICANT DISPENSING

### 13.1 Introduction

- 1.1.1 The Commission will allow Aircraft Operators to service their own aircraft with aviation fuel and lubricants, using their own facilities, equipment, and Employees, and subject to the safety standards and conditions enumerated in the Non-Commercial Aircraft Fuels Dispensing Permit.
- 13.1.1 Operator must obtain a Non-Commercial Aircraft Fuels Dispensing Permit prior to dispensing fuel. Failure to obtain this permit in advance of any operation is basis for termination of any existing Lease or similar agreement. All Fuel Handling and dispensing will be done in accordance with the specifications found in Section 321 of the Airport Certification Manual entitled, "Hazardous Materials". The Non-Commercial Aircraft Fuels Dispensing Permit is not an authorization to engage in any Commercial Activity.
- 13.1.2 The Commission will designate the location for the establishment of a fuel storage facility. This location will be designed to establish and maintain Fuel Handling procedures (as required in 14 C.F.R. 139.321), standards against fire and explosion, control of access to the storage area and regular inspections of the physical facilities
- 13.1.3 Non-Commercial Aircraft Fuels Dispensing Permit is set forth in Attachment C.

ATTACHMENT A MINIMUM INSURANCE REQUIREMENTS

	Fixed Base Operator	Aircraft Maintenance Operator	Avionics or Instrument Maintenance Operator	Aircraft Rental or Flight Training Operator	Aircraft Charter or Aircraft Management Operator	Aircraft Sales Operator	Independent Flight Training Operator	Independent Aircraft Maintenance Operator	Aircraft Storage Operator	Other Commercial Aeronautical Activities	Temporary Specialized Aviation Service Operator	
<b>COMMERCIAL GENERAL LIABILITY (Combined Single Limit)</b>												
Each Occurrence	\$15,000,000	\$5,000,000 Piston/ Turboprop	\$1,000,000 Piston/ Turboprop	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000* Piston/ Turboprop	\$1,000,000	\$1,000,000	\$1,000,000	
		\$10,000,000 Turbine	\$5,000,000 Turbine					\$10,000,000* Turbine				
Unlicensed Vehicles	\$2,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	
<b>BUSINESS AUTOMOBILE LIABILITY (Combined Single Limit, Each Occurrence)**</b>												
Non-Movement Area	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	
Movement Area	\$2,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	
<b>HANGAR KEEPER'S LEGAL LIABILITY (Largest Aircraft Accommodated)***</b>												
SE Piston	\$10,000,000 Each Aircraft \$15,000,000 Each Occurrence	Each Aircraft	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000			\$250,000	\$250,000	
		Each Occurrence	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000			\$500,000	\$500,000	
ME Piston		Each Aircraft	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000			\$500,000	\$500,000	
		Each Occurrence	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000			\$1,000,000	\$1,000,000	
Turboprop Group I		Each Aircraft	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000			\$1,000,000	\$1,000,000	
		Each Occurrence	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000			\$2,500,000	\$2,500,000	
Turboprop Group II		Each Aircraft	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000			\$2,500,000	\$2,500,000	
		Each Occurrence	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000			\$5,000,000	\$5,000,000	
Turbojet Group I		Each Aircraft	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000			\$5,000,000	\$5,000,000	
		Each Occurrence	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000			\$10,000,000	\$10,000,000	
Turbojet Group II		Each Aircraft	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000			\$10,000,000	\$10,000,000	
		Each Occurrence	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000			\$15,000,000	\$15,000,000	
Turbojet Group III ****		Each Aircraft	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000			\$15,000,000	\$15,000,000	
		Each Occurrence	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000			\$25,000,000	\$25,000,000	
<b>AIRCRAFT AND PASSENGER LIABILITY (Each Occurrence)</b>												
SE Piston					\$1,000,000/\$100,000 sub limit per person						As required	As required
ME Piston				\$1,000,000/\$100,000 sub limit per person						As required	As required	
Turboprop				\$5,000,000/\$250,000 sub limit per person						As required	As required	
Turbojet/Group I				\$5,000,000/\$250,000 sub limit per person						As required	As required	
Turbojet/Group II				\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000			As required	As required	
Turbojet/Group III ****				\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000			As required	As required	
Student and Renters				\$250,000			\$250,000					

	Fixed Base Operator	Aircraft Maintenance Operator	Avionics or Instrument Maintenance Operator	Aircraft Rental or Flight Training Operator	Aircraft Charter or Aircraft Management Operator	Aircraft Sales Operator	Independent Flight Training Operator	Independent Aircraft Maintenance Operator	Aircraft Storage Operator	Other Commercial Aeronautical Activities	Temporary Specialized Aviation Service Operator
<b>ENVIRONMENTAL LIABILITY (Combined Single Limit)</b>											
	\$2,000,000	\$1,000,000						\$1,000,000			
<b>WORKERS COMPENSATION</b>											
Limits Based Upon Statutory Requirements											
<p>* Not to include premises            ** If entity operates any vehicle (s)            *** Required for Operators possessing the care, custody, and control of non-owned Aircraft            **** Includes Aircraft Design Group IV, Group V, and Group VI</p>											

## ATTACHMENT B NON-COMMERCIAL AIRCRAFT FUELS DISPENSING PERMIT

In consideration of an annual fee of One Thousand and no/100 dollars (\$1,000.00), \_\_\_\_\_ (“Permittee”) is hereby granted a Non-Commercial Aircraft Fuels Dispensing Permit (“Permit”) from the Cedar Rapids Airport Commission (“Commission”), subject to and upon the terms and conditions hereinafter set forth.

### I) Purpose

- A) “””Permittee must comply with all of the rules and procedures set forth herein. All Permittees, its officers, Employees, agents, and others under its control shall faithfully comply with and observe the Rules and Regulations of the Commission, with special attention given to Chapter 500 – Refueling, Defueling, and Fuel Storage.
- B) All parties who dispense aircraft fuel on the Airport must hold a Fueling Dispensing Permit issued by the Commission.

### II) Restriction from Public Aircraft Fuels Dispensing Service

- A) This Permit does not in any manner provide authorization for the sale of aircraft fuels to any Airport users, including locally based and Transient Aircraft. This Permit allows fueling only of aircraft owned or leased by the Permittee. Fueling of any aircraft not owned or leased by Permittee or non-aviation vehicles including but not limited to automobiles, recreational vehicles, all-terrain vehicles, jet skis, or boats shall constitute a violation of this Permit and, consequently, may be grounds for the immediate revocation of this Permit. Upon request by the Commission, Permittee shall provide evidence of ownership or lease of any aircraft being fueled.

### III) Personnel

- A) Personnel engaged in dispensing aircraft fuels shall be properly trained in all fueling, handling and associated safety procedures and shall in all fueling and plane handling operations conform to all of the best practices for such operations. Observation of practice to the contrary by the Commission and notification thereof to the Permittee will be the cause for reevaluation of such personnel as qualified to perform the operation.
- B) Failure on the part of Permittee to correct malpractice of fueling and related safety procedures shall constitute a violation of this Permit and consequently may be grounds for revocation of said Permit.

### IV) Fuel

- A) Permittee shall provide aircraft fuel of the types required by those aircraft which Permittee owns or leases and Permittee shall not fuel aircraft with fuels other than those approved by the aircraft engine manufacturers for the type and length of operations involved. Fuel delivered, stored, or dispensed by Permittee shall comply with the quality specifications outlined in American Society for Testing and

Materials (ASTM) D-1655 (Jet A) and ASTM D-1910 (Avgas). Ensuring the quality of the Fuel is the sole responsibility of Permittee.

V) Fueling Facilities

A) Trucks

- 1) Permittee shall furnish mobile dispensing single product trucks, at least one for each type fuel to be dispensed, each having a minimum capacity of 750 gallons for AV-Gas and 2,000 gallons for turbine fuel. In no instance shall any mobile dispensing truck exceed 6,500 gallons shell capacity. Separate filter or filter separator for equipment dispensing pumps, meters, bottom tank loading and grounding services for each type of fuel shall be required.
- 2) Trucks shall be properly maintained, operated, and equipped in accordance with applicable Federal Aviation Administration, Commission, and National Fire Protection Association recommendations, requirements and regulations. Aircraft refueler units shall be attended and operated only by persons instructed in methods of proper use and operations and who are qualified to use such refueler units in accordance with safety requirements. Each qualified operator shall be required to carry on his person an Identification Card issued by his employer certifying his qualifications.
- 3) Trucks shall operate only on established roadways and routes on the Airport as designated by the Airport Director or his designee. Trucks may be parked overnight on the Airport in an area designated by the Airport Director or his designee. Permittee shall provide secondary fuel containment measures at said designated fuel truck parking area.
- 4) The Permittee shall not allow unlawful use of the equipment, if defective, and will operate the equipment in a safe, efficient, clean, and as designed manner.
- 5) Prior to the first use of a mobile dispensing truck on the Airport, the Permittee shall present such truck for inspection and approval by the Commission. The Commission's approval is mandatory prior to the mobile dispensing truck's use or operation and such approval shall be by the Airport Director or his designee. Periodically, Permittee shall allow mechanical and dispensing system inspection of said trucks by the Commission and shall cease operation of the trucks until any malfunction or discrepancy so noted is corrected to the satisfaction of the Commission. Operation of mobile dispensing trucks with known mechanical or operational deficiencies shall constitute a violation of this Permit and may cause immediate revocation thereof.
- 6) Permittee shall make his own daily mobile dispensing truck inspection in accordance with the form furnished by the Commission and shall maintain such inspection form for at least one year. These inspection files shall be available to the Commission on request. Failure to make daily inspections of the mobile dispensing trucks or to maintain these inspection form files or make them available to the Commission on request shall constitute a violation of this Permit and may cause immediate revocation thereof.

B) Fuel Storage Tank Farm

- 1) For each grade of fuel to be dispensed, the Permittee must either (a) have a contractual right to use an existing fixed fuel storage facility that is operated by a fixed base operator who is permitted to operate such facility at the Airport; or (b) install its own fixed fuel storage facility with adequate capacity to service Permittee's anticipated needs. The remainder of this section shall apply to any fixed fuel storage facility installed by Permittee.
- 2) Fuel storage tanks shall be above ground and such installations shall be in the location approved by the Commission in the designated fuel farm areas, which location is shown on Exhibit "A" hereto, and shall comply with applicable local and state building and fire codes, the National Fire Protection Association Standards and Section 608 – Above Ground Storage Tanks of the Rules and Regulations of the Commission. A rental fee of \_\_\_\_\_ (\$\_\_\_\_\_) per square foot per year will be paid monthly in advance on or before the first day of each month to the Commission by the Permittee for land utilized to install the fuel farm facility.
- 3) Fuel storage tanks shall comply with requirements set out by the Iowa Department of Natural Resources, the National Fire Protection Association, and the Federal Aviation Administration. Detailed plans and specifications for such tank farm installation shall be presented to the Airport Director or his designee for approval 45 days prior to the anticipated date to commence construction of the facility. Facility construction shall not commence prior to approval by the by the Commission.
- 4) After completion of the fuel farm and before initial use, the Commission shall approve such installation. After the fuel farm is in operation, Permittee shall allow the Commission to make joint inspections of the facility in the manner of the Daily Inspection Record Forms to be furnished by the Commission. Failure to (i) secure facility approval before use, (ii) allow joint inspection or (iii) correct any discrepancy in the condition of the fuel farm or the products stored therein shall constitute a violation of this Permit.
- 5) All construction of improvements on tank farm shall conform with any General Architectural Requirements of the Commission and shall be undertaken in accordance with local, state, and federal laws, ordinances, and regulations now or hereafter in force and effect. Permittee shall, at its sole cost and expense, obtain all necessary building permits, and all labor and material bonds. Upon completion of construction, title to all such tank farm improvements shall vest in the Commission.
- 6) Permittee shall, at its sole cost and expense, maintain the fuel farm, all improvements thereon, and all appurtenances thereto, in a presentable condition consistent with good business practice and equal in appearance and character to other similar improvements on said Airport; and shall maintain the fuel storage facility in compliance with all federal, state, and local laws and regulations, including EPA and or IDNR mandated repairs or improvements.

- 7) Permittee shall make daily inspections of its portion of the fuel farm in accordance with the Form furnished by the Commission and shall maintain a file of these inspections for at least one year. Permittee shall make records of receipt of fuels in accordance with Forms furnished by the Commission and shall maintain a file of these receipt records for at least one year. Inspection and receipt records are to be made available on reasonable request from the Commission. Failure to (i) inspect on a daily basis, (ii) make receipt records, (iii) maintain files of these records or (iv) make them available to the Commission on request shall constitute a violation of this Permit and may cause revocation thereof.
- 8) Permittee shall perform whatever reasonable maintenance the Commission deems necessary including, but not limited to, fuel tanks, pumps, piping, and accessories. If said maintenance is not undertaken by Permittee within ten days after receipt of written notice, Permittee shall be in default of this Agreement, and operations shall cease until such maintenance and other requirements are undertaken and completed. Continued use of the equipment or facility after such notice shall constitute a violation of this Permit and may cause immediate revocation thereof.
- 9) Permittee shall, in the event it shall become necessary to make physical changes on its premises, promptly make such changes and installations at its sole expense. Such changes shall be approved by the Commission.
- 10) Permittee shall assume and pay for all costs or charges for utility services furnished to Permittee during the term of this Permit; provided, however, that Permittee shall have the right to connect to utility outlets at its own expense; and Permittee shall pay for any and all service charges incurred therefor.

C) Trash, Garbage, etc.

- 1) Permittee shall comply with Section 206 – Littering, Sanitation, or Abandoning Property of the Rules and Regulations; and shall provide a complete and proper arrangement for the adequate handling and disposal, away from the Airport, of all trash, garbage and other refuse generated as a result of the operation of its tank farm. Permittee shall provide and use suitable covered metal receptacles for all such garbage, trash and other refuse. Piling of boxes, cartons, barrels or other similar items, in an unsightly or unsafe manner, on or about the demised premises, shall not be permitted.

D) Fuel Dispensing

- 1) All fueling operations will be performed at a suitable location as designated by the Airport Director or his designee. At no time will fueling operations be conducted within twenty-five (25) feet of a hangar.
- 2) Smoking and use of electronic devices are prohibited during fueling operations.
- 3) Hot fueling of helicopters is prohibited, except as provided under National Fire Protection Association (N.F.P.A.) regulations.

- 4) Aircraft shall not be fueled while any aircraft engine is running.
- 5) Fueling an aircraft while passengers are on board is prohibited.
- 6) Permittee must have fuel spill containment of materials available prior to any fueling operations.
- 7) All fuel spills, regardless of size or location, must be promptly reported to Airport Public Safety Department. Fuel spills must be dealt with in a safe and expeditious manner by Permittee.

VI) Insurance and Indemnification

A) Fire Insurance

- 1) Insurance shall be maintained by Permittee in accordance with the provisions of Permittee's Lease.

B) Indemnification

- 1) The Commission shall stand indemnified by Permittee as herein provided. Permittee is and shall be deemed to be an independent contractor and operator responsible to all parties for its acts or omissions, and the Commission shall in no way be responsible therefore.
- 2) Permittee covenants and agrees to indemnify, hold harmless and defend its officers, agents, servants and Employees from and against any and all claims for damages or injury to persons or property arising out of or incident to the use of this Permit and occupancy of the premises by Permittee, its Employees, patrons, contractors or subcontractors, and Permittee does hereby assume all liability and responsibility for injuries, claims or suits for damages to persons or property of whatsoever kind or character, whether real or asserted, occurring during the term of this Permit in connection with the use or occupancy of the premises by Permittee, its Employees, patrons, contractors or subcontractors. Permittee shall indemnify the Commission against any and all mechanics' and materialmen's liens or any other types of liens imposed upon the premises demised hereunder arising as a result of Permittee's conduct or inactivity.
- 3) Permittee shall promptly, after the execution of this Permit, provide public liability insurance for personal injuries, including death, growing out of any one accident or other cause in a minimum sum of Five Million and no/100 dollars (\$5,000,000.00) for one person, and Five Million and no/100 dollars (\$5,000,000.00) for two or more persons; shall provide property damage liability insurance in a minimum sum of Five Million and no/100 dollars (\$5,000,000.00) for property damage growing out of any one accident or other cause; and shall provide environmental liability insurance in a minimum sum of Two Million and no/100 dollars (\$2,000,000).
- 4) Permittee shall maintain said insurance with insurance underwriters authorized to do business in the State of Iowa satisfactory to the Commission. Permittee shall furnish the Commission with a certificate from the insurance carrier

showing such insurance to be in full force and effect during the term of this Permit, or shall deposit with the Commission copies of said policies.

- 5) Said policies or certificates shall contain a provision that written notice of cancellation or of any material change in said policy by the insurer shall be delivered to the Commission at least thirty days in advance of the effective date thereof.

VII) Fees

A) Fuel Flowage Fee

- 1) As consideration for this Permit for securing the right to dispense aircraft fuels, the Commission shall be entitled to collect and Permittee agrees to pay a fuel flowage fee, as determined by the Commission from time to time, after due notice and consultation with the Permittee, for each gallon of aviation fuel delivered for dispensing on said Airport. The initial fuel flowage fee shall be \$0.05 per gallon. Such fees shall be in an amount equal to that being paid by other parties engaged in similar operations on the Airport and shall be imposed in a non-discriminatory manner. The aforesaid flowage fees shall be due on the fifteenth (15th) day of the month succeeding that in which the aviation fuels are received by Permittee and shall be delinquent if unpaid before the thirtieth (30th) day of each month. Permittee shall provide to the Commission for calculation of the fuel flowage fee charges a copy of its monthly fuel flowage report and the number of gallons delivered during the month. The Commission shall be entitled to revise the fuel flowage fee from time to time if it does so for other similarly situated users.

VIII) Fuel Reports

- 1) Upon request, records shall be made available for review by the Commission or its designated representative.

IX) Cancellation

A) Cancellation by Permittee

- 1) This Permit may be cancelled by Permittee upon thirty (30) days' written notice to the Commission, but only after all payments due have been paid.

B) Cancellation by the Commission

- 1) This Permit shall be subject to cancellation by the Commission in the event Permittee shall:
  - (a) Be in arrears in the payment of the whole or any part of the amounts agreed upon for a period of ten (10) days after the time such payments become due.
  - (b) Make a general assignment for the benefit of creditors.
  - (c) File a voluntary petition in bankruptcy.
  - (d) Abandon the demised premises.

- (e) Discontinue fueling operations.
  - (f) Fail to replace any improvements, which have been destroyed by fire, explosions, etc., within six (6) months from the date of such destruction.
  - (g) Default in the performance of any of the covenants and conditions required herein (except rental payments) to be kept and performed by Permittee, and such default continues for a period of thirty (30) days after receipt of a written notice from the Commission of said default.
  - (h) Default in the performance of any of the covenants required herein (except rental payments) to be kept and performed by Permittee and receipt of notice of such default on three (3) occasions within any eighteen (18) month period.
- C) In any of the aforesaid events, the Commission may take immediate possession of the demised premises, if any, and remove Permittee's effects, forcibly, if necessary, without being deemed guilty of trespassing. Upon said entry, this Permit shall terminate.
- D) All rental due shall be payable to said date of termination. Failure of the Commission to declare the Permit terminated upon the default of Permittee for any of the reasons set out shall not operate to bar or destroy the right of the Commission to cancel the Permit by reason of any subsequent violation of the terms hereof.
- X) Term of Permit
- A) Unless otherwise cancelled or terminated in accordance with the provisions hereof, this Permit shall remain effective until (i) the termination or expiration (whichever occurs first) of that certain lease between the Commission and \_\_\_\_\_, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, or (ii) three (3) years from the date of execution of this Permit, whichever occurs first, following which termination or expiration this Permit shall be void and of no further force or effect.
- XI) Assignment, Transfer or Subletting
- A) Without the written consent of the Commission, Permittee shall not assign, sublet or transfer this Permit nor any privileges herein contained. It is specifically stipulated and agreed that Permittee will not enter into any tie-in agreements with other operators or sublet any of the rights herein whereby other operators share in the privileges or the services authorized in this Agreement.
- XII) Suspension of Permit
- A) During the time of war or national emergency, the Commission shall have the right to enter into an agreement with the United States Government for military use of part or all of the landing area, the publicly owned air navigation facilities, and/or other areas or facilities of the Airport. An agreement between the Commission and the United States Government shall supersede any provision

of Permittee's permit, which is inconsistent with the operation of any portion of the Airport by the United States Government.

XIII) Taxes

A) Permittee agrees to pay all taxes, fees, and other charges or assessments, which may be lawfully levied, assessed, or charged by any duly authorized Agency, relating to Permittee's activities, conducted at the Airport or against Permittee's occupancy or use of the demised premises or any improvements placed thereon because of Permittee's occupancy.

XIV) Relocation of Improvements

A) The Commission reserves the right, on six months' notice, to relocate or replace Permittee's tank farm improvements in substantially similar form at another generally comparable location on said Airport at the expense of the Commission.

XV) Subordination of Agreement

A) This Permit shall be subordinate to the provisions of any existing or future agreement between the Commission and the United States relative to the operation or maintenance of the Airport, the execution of which has or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport, and this Permit shall be modified or amended at no cost or expense to the Commission as required in order to be consistent with any such agreement or agreements. This Permit shall be subject to such additional rules, regulations, ordinances, or amendments hereto as may be promulgated by the Commission from time to time.

B) This Permit shall become effective upon compliance with all the terms and conditions contained herein as determined by the Commission.

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

PERMITTEE

CEDAR RAPIDS AIRPORT COMMISSION

By: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman

Title: \_\_\_\_\_

## ATTACHMENT C DEFINITIONS AND ACRONYMS

Advisory Circular (AC) – A document published by the FAA providing guidance or agency directives on aviation/airport issues/matters. Notwithstanding the term, compliance with certain Advisory Circulars is required by the Airport Sponsor Assurances.

Aeronautical Activity (or Activity) – Any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of Aircraft. Any activity which contributes to, or is required for, the safety of such operations. Any activities which have a direct relationship to the operation of Aircraft or the operation of the Airport. See also “Commercial Activity”

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

Agreement – A written contract (e.g., lease agreement, license agreement, permit, etc.), enforceable by law, executed by all parties, between the City and one or more entities transferring rights or interest in land and/or Improvements and/or otherwise authorizing the conduct of certain Activities at the Airport.

Air Carrier – An entity providing air transportation pursuant to economic authority issued by the U.S. Department of Transportation or an exemption therefrom.

Aircraft – A device that is used or intended to be used for flight in the air.

Aircraft Charter Operator – means is a Commercial Operator engaged in on-demand common carriage for persons or Property or which operates in non-common or private carriage utilizing Aircraft based at the Airport.

Aircraft Owner – The registered legal Owner of an Aircraft according to FAA records or a Vehicle according to the applicable state Department of Motor Vehicle records.

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

Aircraft Maintenance – The repair, maintenance, alteration, calibration, adjustment, preservation, or inspection of Aircraft airframe, power plant, propeller, and accessories (including the replacement of parts) as described in 14 CFR Part 43.

Aircraft Maintenance Operator – A Commercial Operator engaged in providing Aircraft Maintenance on the Airport for Aircraft other than those owned, leased, and/or operated by (under the full and exclusive control of) Operator on the Airport.

Aircraft Management Operator – A Commercial Operator engaged in the business of providing Aircraft management including, but not limited to, flight dispatch, flight crews, or Aircraft Maintenance coordination to the public on the Airport.

Aircraft Rental Operator – A Commercial Operator engaged in the rental of Aircraft to the public at the Airport.

**Aircraft Sales Operator** – A Commercial Operator engaged in the commercial sale of new and/or used Aircraft on the Airport. This excludes individuals or entities reselling owned Aircraft, unless the individual or entity purchases Aircraft for the primary purpose of resale.

**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.

**Airport Layout Plan, (or ALP)** – The FAA approved and City adopted set of drawings, as may be amended from time to time, which depicts the physical layout of the Airports and identifying the location and configuration of current and proposed Runways, Taxiways, buildings, roadways, utilities, nav aids, etc.

**Airport Director** – That person (or designated representative thereof), appointed by the Commission, responsible for the administration and day-to-day operation and management of the Airport, all City/Commission owned Property, Vehicles, equipment, material, financial assets, and Employees at the Airport, and all Employees assigned to the Airport.

**Airport Sponsor Assurances** – Those contractual obligations undertaken by a public airport sponsor as a condition of receipt of Airport Improvement Program grants.

**Airside** – The Runways for landing and taking off of Aircraft, designated helipads, Taxiways and Taxilanes for ground movement of Aircraft, and Ramp for parking, loading, unloading, fueling, and servicing of Aircraft.

**Avgas (or “Aviation Gasoline”)** – Fuel commonly utilized to power piston-engine Aircraft.

**Avionics Operator (or Instrument Maintenance Operator)** – A Commercial Operator engaged in the business of maintenance or alteration of appliances as described in 14 CFR Part 43, Appendix A (i.e., Aircraft radios, electrical systems, or instruments) for Aircraft other than those owned, leased, and/or operated by (under the full and exclusive control of) Operator on the Airport.

**Based Aircraft** – An Aircraft identified in a written Aircraft storage Agreement that is stored at the Airport.

**Certificates of Insurance** – A certificate provided by and executed by an Operator’s or Lessee’s, insurance company providing evidence of the insurance coverages and policy limits of the Operator or Lessee.

**City** – City of Cedar Rapids, Iowa.

**Commercial** – For the purpose of securing earnings, income, Compensation (including exchange or barter of goods and services), and/or profit.

**Commercial Activity or Activities** – An Aeronautical Activity of a Commercial nature.

**Commission** – The Cedar Rapids Airport Commission.

**Compensation** – Any form of reimbursement for goods or services such as monetary, exchange, barter, favors, gratuity, etc.

Contiguous Land – Land and/or apron that shares an edge or boundary or is separated by no more than a Taxilane.

Courtesy Vehicle – A Vehicle used to transport persons, baggage, or goods, or any combination thereof, on the Airport and off-Airport locations such as hotels, motels, or other attractions for which no charge is levied (no Compensation is paid).

Department of Homeland Security (or DHS) – An executive department of the federal government focused on protecting the American people and the homeland.

Department of Transportation (or DOT) – An executive department of the federal government concerned with transportation.

Employee – Any individual employed by an Operator whereby said Operator collects and pays all associated taxes on behalf of such individual. The determination of status between an Employee and an independent contractor shall be made according to current IRS codes.

Environmental Protection Agency (or EPA) – The Agency within the United States Government having responsibility for enforcing the environmental regulations or laws enacted by Congress.

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

Exclusive Right – A power, privilege, or other right excluding or preventing another from enjoying or exercising a like power, privilege, or right. Employee

Fixed Based Operator (or FBO) – A Commercial Operator engaged in the sale of all products and services listed in Section 3.1 of these Minimum Standards and the leasing or subleasing of facilities consistent with the Minimum Standards.

Flight Training – The training, other than ground training, received from an FAA-authorized instructor in an Aircraft.

Flight Training Operator – a Commercial Operator engaged in providing Flight Training to the public at the Airport.

Fuel – Any substance (solid, liquid, or gaseous) used to operate any engine or motor in Aircraft, Vehicles, or equipment.

Fuel Handling – The transporting, delivering, fueling, dispensing, or draining of Fuel or Fuel waste products.

General Aviation – All aviation with exception of Air Carriers and the military.

General Aviation Operator Permit– a permit to be obtained by any entity desirous of engaging in a Commercial Aeronautical Activity at the Airport prior to engaging in the desired Activity(ies) at the Airport.

General Aviation Minimum Standards (or Minimum Standards) – Those qualifications, standards, and criteria set forth as the minimum requirements to be met as a condition for the right to engage in Activities at the Airport, as may be amended from time to time.

General Aviation Operator and Lessee Application (Application) – The application required to be submitted by any entity to apply for a General Aviation Operator Permit.

Hangar – Any fully or partially enclosed facility for storing or maintaining an Aircraft.

Hazardous Materials – A substance, item, or agent (biological, chemical, physical) which has the potential to cause harm to humans, animals, or the environment, either by itself or through interaction with other factors.

Improvements – All buildings, structures, additions, and facilities including pavement, fencing, and landscaping constructed, installed, or placed on, under, or above any land on the Airport.

Indemnified Parties – means the City and the Commission, individually and collectively, and their representatives, officers, officials, Employees, agents, and volunteers.

Independent Aircraft Maintenance Operator – a Commercial Operator engaged in providing specialized Aircraft Maintenance services on the Airport for Aircraft other than those owned, leased, and/or operated by (under the full and exclusive control of) Operator which are beyond the technical capabilities of on-Airport Aircraft Maintenance Operators (FBOs or SASOs) at the Airport, and which does not lease or sublease land or Improvements at the Airport.

Independent Flight Training Operator – a Commercial Operator engaged in providing specialized flight instruction to the public at (originating from) the Airport not available from on-Airport Flight Training Operators, but which does not lease or sublease land or Improvements at the Airport.

Leased Premises – The land and/or Improvements used under Agreement by an Operator, or Lessee, or Sublessee.

Lessee – An entity that has entered into an Agreement to occupy, use, and/or develop land and/or Improvements at the Airport.

Master Plan – An assembly of documents and drawings (which have been adopted by the City) covering the development of the Airports from a physical, economic, social, and political jurisdictional perspective.

Movement Area – The Runways, Taxiways, and other areas of the Airport which are utilized for taxiing, hover taxiing, takeoff, and landing of Aircraft (exclusive of Aircraft parking, loading, unloading, fueling, and servicing areas) where Aircraft are moved with radio contact with ATC or other Aircraft. The Movement Area includes all areas under the direct and positive control of ATC. Specific approval for entry onto the Movement Area must be obtained from ATC.

National Fire Protection Association (or NFPA) – All codes and standards contained in the Standards of the National Fire Protection Association, as may be amended from time to time.

Operator – An entity that has entered into an Agreement with the City to engage in Commercial Aeronautical Activities at the Airports.

**Owner** – The registered legal Owner of an Aircraft according to FAA records or a Vehicle according to the applicable state Department of Motor Vehicle records.

**Paved** – Covered with asphalt or concrete that forms a firm level surface.

**Property** – Any tangible or intangible possession that is owned by an entity or a person.

**Public Area** – Those areas normally used by the general public. Such areas include concessionaire shops, restrooms, Terminal lobby, hallways, passageways, viewing areas, roadways, walkways, sidewalks, and Vehicle parking lots. Public Areas do not include the areas owned and/or leased by Commercial Operators unless such businesses so designate certain areas as public use areas. Public Areas do not include the AOA, Restricted Areas, and Employee parking lots.

**Ramp** – Those Paved areas of the Airport within the AOA designated by the City for parking, loading, unloading, fueling, or servicing of Aircraft.

**Readily Available** – Conveniently located (in close proximity) and accessible, but not necessarily located on the Leased Premises.

**Refueling Vehicle** – Any Vehicle used for transporting, handling, or dispensing of Fuels and lubricants.

**Regulatory Measures** – Federal, state, county, and City laws, codes, ordinances, policies, rules, and regulations, including, without limitation, those of the DOT, the FAA, DHS, and these Minimum Standards.

**Restricted Area** – Areas of the Airport, other than Public Areas, wherein entry or use thereof is restricted to authorized personnel (pursuant to applicable Legal Requirements) including, but not limited to the fuel farm, Airport maintenance facilities/shop, mechanical rooms, electrical vaults, computer server room, and any other areas marked/posted as restricted with signage. or placards.

**Rules and Regulations** – The rules and regulations set forth by the City for the safe, secure, orderly, and efficient use of the Airport, as may be amended from time to time.

**Runway** – An area of the Airport developed and improved for the purpose of accommodating the landing and takeoff of Aircraft.

**Runway Safety Area (RSA)** - A defined surface surrounding the Runway prepared or suitable for reducing the risk of damage to Aircraft in the event of an undershoot, overshoot or excursion from the Runway.

**Safety Management System (or SMS)** – The formal, top-down business approach to managing safety risk, which includes a systemic approach to managing safety, including the necessary organizational structures, accountabilities, policies, and procedures.

**Security Plan** – A document developed by Operators to ensure the safety and security of people and property at the Airport.

**Specialized Aviation Service Operator (or SASO)** – A Commercial Operator that provides any one or a combination of the following Activities: Aircraft Maintenance, avionics or instrument maintenance, Aircraft rental or Flight Training, Aircraft charter or Aircraft management, Aircraft sales, and other Commercial Aeronautical Activities.

Spill Prevention, Control, and Countermeasures Plan (or SPCC Plan) – A contingency plan defined by the EPA that covers procedures for spill prevention, control, and countermeasures, points of contact, the chain of command, and individual responsibilities.

Storm Water Pollution Prevention Plan (or SWPPP) – A plan that identifies the controls that have been put in place to minimize the impact of storm water discharges on the environment.

Sublease or Subleasing – An agreement entered into by an entity with an Operator or Lessee that transfers rights or interests in the Operator's or Lessee's Leased Premises subject to the terms of such Operator or Lessee's Agreement with the City and for which the City has given proper consent.

Sublessee – An entity that has entered into a Sublease with an Operator or Lessee and which is authorized by the City to engage in Commercial Aeronautical Activities at the Airport.

Taxilane – The portion of the Ramp used for access between Taxiways and Ramps. Taxilanes are always outside the Movement Area and differentiated from a Taxiway by the required Object Free Area requirements stipulated by the FAA.

Taxiway – A defined path, usually Paved, over which Aircraft can taxi from one part of an airport to another (excluding the Runway).

Tie-down – An area Paved or unpaved suitable for parking and mooring of Aircraft wherein suitable anchoring points and related equipment are located.

Transient Aircraft – Any Aircraft which is not a Based Aircraft.

Transportation Security Administration (or TSA) – The Agency within the Department of Homeland Security responsible to safeguard United States transportation systems and ensure secure travel.

Turbojet Aircraft (or Turbofan Aircraft) – An Aircraft utilizing one or more gas-turbine engines and develops thrust from the exhaust of gases.

Turboprop Aircraft (or Turboshaft Aircraft) – An Aircraft utilizing a gas-turbine engine to drive a set of reduction gears, which, in turn, drives a propeller or rotor blades for propulsion.

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

## Acronyms

AC	Advisory Circular
ALP	Airport Layout Plan
AOA	Air Operations Area
ATC	Air Traffic Control
CFR	Code of Federal Regulations
CID	The Eastern Iowa Airport
DHS	U.S. Department of Homeland Security
DOT	U.S. Department of Transportation
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration
FAR	Federal Aviation Regulation
FBO	Fixed Base Operator
ME	Multi-Engine Aircraft
NFPA	National Fire Protection Association
RSA	Runway Safety Area
SASO	Specialized Aviation Service Operator
SE	Single-Engine Aircraft
SMS	Safety Management System
SPCC Plan	Spill Prevention, Control, and Countermeasures Plan
SWPPP	Storm Water Pollution Prevention Plan
TSA	Transportation Security Administration