

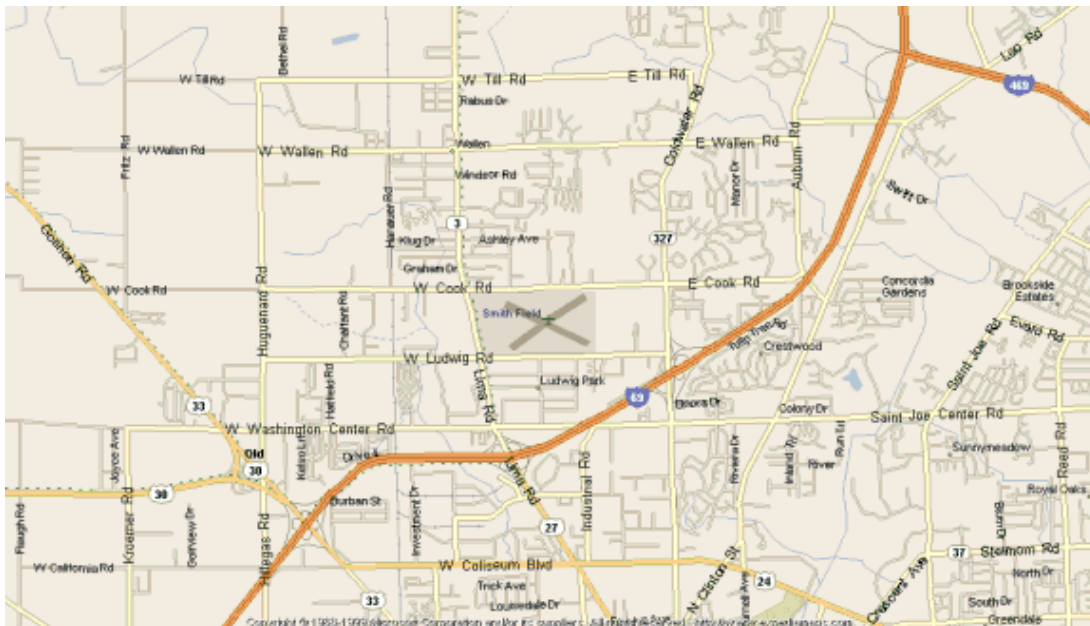
# FORT WAYNE ALLEN COUNTY AIRPORT AUTHORITY

## SMITH FIELD AIRPORT

### 2006 AIRPORT COMMERCIAL MINIMUM STANDARDS ORDINANCE

No. 06 - 13

# COMMERCIAL MINIMUM STANDARDS



<b>Smith Field Airport Operations Manual</b>	Commercial Minimum Standards	TAB : 8
		Date Issued : 11/30/2006
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# SECTION ONE – PREAMBLE & POLICY

## GENERAL

The Fort Wayne Allen County Airport Authority, owner and operator of Smith Field Airport does hereby establish the following Policy for the Commercial Minimum Standards:

The Commercial Minimum Standards are intended to be the threshold entry requirements for those wishing to provide commercial aeronautical activities or services to the public and to insure that those who have undertaken to provide commodities and services as approved are not exposed to unfair or irresponsible competition, and to protect the public from irresponsible, unsafe and/or inadequate services/activities. These Commercial Minimum Standards were developed taking into consideration the aviation role of the Airport, facilities that currently exist at the Airport, services being offered at the Airport, the future development planned for the Airport and the promotion of fair competition at the Airport. The uniform application of these Commercial Minimum Standards, containing the minimum levels of service that must be offered by prospective and/or existing service providers, relates primarily to the public interest and discourages substandard entrepreneurs, thereby protecting both the established aeronautical activity and the Airport patrons.

In return for the privilege of conducting aeronautical activities or services on the Airport, operators should be required to meet certain minimum standards that will:

1. Govern the quality and level of services that are offered to the public; and
2. Protect patrons from irresponsible, unsafe or inadequate service; and
3. Discourage the unqualified provider for the protection of both the established operator and the public; and
4. Prevent revenue from being diverted from the Airport; and
5. Assist in eliminating charges of discrimination – fairness dictates that businesses that derive similar benefits from use of the Airport should also meet similar standards and pay similar fees; and
6. Encourage orderly development; and
7. Assist Authority staff by establishing consistent policy to avoid conflict of interest and politically motivated pressures; and
8. Protect community interest. Act in a manner to maximize benefit to community.

## **ADMINISTRATION AND POLICY OVERSIGHT**

- 1) Administration of these Commercial Minimum Standards shall be by the Executive Director of Airports and Authority staff.
- 2) The Executive Director of Airports shall perform policy-making aspects of these Commercial Minimum Standards with ultimate authority residing with the Board.

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## SECTION TWO - DEFINITIONS

AERONAUTICAL ACTIVITY - any activity conducted at the Airport that involves, makes possible or is required for the operation of aircraft; or which contributes to or is required for the safety of such operations.

NOTE: Activities within this definition, commonly conducted on airports, include but are not limited to the following: air taxi and charter operations, scheduled and non-scheduled air carrier services, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute or ultra-light activities and any other activities which, because of their direct relationship to the operation of aircraft, can appropriately be regarded as an aeronautical activity. The preceding is for example purposes only.

AERONAUTICAL SERVICE - any service which involves, makes possible or is required for the operation of aircraft; or which contributes to or is required for the safety of aircraft operations commonly conducted on the Airport.

AIRCRAFT - means a device that is used or intended to be used for flight in the air.

AIRCRAFT CHARTER OPERATOR - an entity that engages in on-demand non-scheduled passenger/cargo transportation services.

AIRCRAFT MAINTENANCE OPERATOR - an authorized entity who provides aircraft airframe and powerplant maintenance, repair and/or overhaul service.

AIRCRAFT SALES OPERATOR - An entity engaged in the sale of new and/or used aircraft.

AIRCRAFT RENTAL OPERATOR - an entity engaged in the rental of fixed or rotor wing aircraft to the public.

AIRPORT - Smith Field Airport, together with all improvements and facilities of whatever nature located thereon.

AIRPORT CERTIFICATION MANUAL - a document required by the Federal Aviation Administration detailing the Airport's obligations pursuant to 14CFR139.

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

AIRPORT OPERATIONS AREA (AOA) - a restricted area of the Airport that can be used for landing, takeoff, or surface maneuvering of aircraft, and contiguous areas delineated for the protection and security of aeronautical activities.

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

AGREEMENT - any contract, lease or concession with a concurrence of intention.

ASSURANCE - a provision contained in a Federal grant agreement to which the recipient of Federal airport development assistance has voluntarily agreed to comply in consideration of the assistance provided.

AUTHORITY – in this document, the Fort Wayne Allen County Airport Authority or its Board. Authority reserves its proprietary rights to provide aviation services including fueling, commercial self-service fueling, service, hangar leasing and property management.

AVIONICS / INSTRUMENT MAINTENANCE OPERATOR - an authorized entity engaged in the business of and providing a facility for the repair, maintenance and overhaul of aircraft radios, electrical systems, instruments, propellers and other accessories.

BOARD - the Fort Wayne Allen County Airport Authority Board, owner and operator of Smith Field Airport.

CFR – Code of Federal Regulations.

COMMERCIAL ACTIVITY – relating to an operation conducted for the purpose of securing earnings, income, compensation, reimbursement (including exchange for service), and/or profit, whether or not such objectives are accomplished.

COMMERCIAL HANGAR OPERATOR – an entity engaged in the lease of conventional hangars and/or T-hangars for the storage of aircraft.

COMMERCIAL MINIMUM STANDARDS - the qualifications or criteria which may be established by an airport owner as the minimum requirements that must be met by businesses engaged in on-airport aeronautical activities or for the right to engage in on-airport commercial aeronautical activities.

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

CO-OPERATIVE (CO-OP) FUELING – a fueling operation conducted jointly or cooperatively by members of an organization formed by several aircraft owners, air carriers or flight departments or by two or more entities pursuant to contract or other arrangement between the parties.

EXCLUSIVE RIGHT - a power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right. An exclusive right can be conferred either by express agreement, by the imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or

rights, would be an exclusive right.

EXECUTIVE DIRECTOR OF AIRPORTS (DIRECTOR) - the Executive Director of Airports of the Fort Wayne Allen County Airport Authority or his/her duly authorized representative.

FAA - the Federal Aviation Administration.

FBO (FIXED BASE OPERATOR) - an entity that maintains facilities and provides in-plane fueling services at the Airport for the purpose of engaging in commercial aeronautical activities/services on the Airport. This definition also includes, but is not limited to, the following: flight training, aircraft rental, aircraft sales, aircraft charter or air taxi, airframe and powerplant repair, aircraft line service and certain specialized activities; and being authorized to conduct such a business through licensing by the Board. Only an FBO or the Authority may provide aviation fuel services at the Airport.

FLIGHT TRAINING OPERATOR - an entity engaged in instructing pilots in dual and solo flight training using fixed or rotary wing aircraft.

FUELING OPERATIONS - the dispensing of aviation fuel into aircraft.

GRANTEE - as used in various agreements, a party who has been granted certain rights while operating at Smith Field Airport.

GRANTOR - as used in various agreements, the Fort Wayne Allen County Airport Authority Board and/or the Fort Wayne Allen County Airport Authority.

INDEPENDENT CONTRACTOR - a person or entity that contracts to do work or perform a service for another party and that retains total and free control over the means or methods used in doing the work or performing the service, as opposed to being an employee of the other party.

LANDSIDE - all areas of the Airport outside of the Movement and Non-movement areas.

LEASED AIRCRAFT - (pertaining to the lease of aircraft by an entity conducting an aeronautical activity) a long-term written agreement established on a minimum basis of six (6) months wherein the lessee shall have full control over the scheduling and use of the specific aircraft.

NON-COMMERCIAL ACTIVITY – relating to an operation not conducted for the purpose of securing earnings, income, compensation, reimbursement (including exchange of service) and/or profit.

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

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

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

RAMP PRIVILEGE – the authorized driving of a vehicle (by an individual with Airport approval) upon an aircraft-parking ramp of the Airport to deliver persons, cargo or equipment to an aircraft as a matter of convenience or necessity.

RENTAL AIRCRAFT – an aircraft leased orally to more than a single lessee or an aircraft leased for less than 6 months. Aircraft leased in this manner shall not be self-maintained, self-serviced or self-fueled by the lessee.

SASO (SPECIALIZED AERONAUTICAL SERVICE OPERATOR) - an aeronautical business on the Airport that offers limited aeronautical service and does not sell fuel. Examples of services provided may include aircraft rental; flight training; aircraft, airframe and powerplant repair/maintenance; aircraft charter; air taxi or air ambulance; aircraft sales; avionics, instrument or propeller services; or other specialized commercial flight support activities that is authorized to conduct such business through licensing by the Board.

SELF-FUELER - (or Self-Service Fueling Operator) any Owner on the Airport that performs aircraft fueling services on its own aircraft with its own employees and its own fueling equipment with fuel that the Owner obtained from the source of his/her preference, subject to the prior receipt of a fueling permit from the Airport. Joint or cooperative efforts (Co-op Fueling) is not considered to be a self-fueler.

SELF-SERVICE - Maintenance of an aircraft on Airport property deemed to be performed by the aircraft Owner or operator in accordance with the Airport's reasonable standards or requirements and using equipment, and parts obtained by the Owner from the source of his/her preference, subject to the prior receipt of a fueling permit from the Airport.

14 CFR Part 43 permits the holder of a pilot certificate to perform specific types of preventative maintenance on any aircraft owned or operated by the pilot. Some examples of work considered as preventative maintenance are as follows:

- (1) Removal, installation, and repair of landing gear tires.
- (2) Replacing elastic shock absorber cords on landing gear.
- (3) Servicing landing-gear shock struts by adding oil, air, or both.
- (4) Servicing landing-gear wheel bearings, such as cleaning and greasing.
- (5) Replacing defective safety wiring or cotter keys.
- (6) Lubrication not requiring disassembly other than removal of nonstructural items such as cover plates, cowlings, and fairings.
- (7) Making simple fabric patches not requiring rib stitching or the removal of structural parts or control surfaces. In the case of balloons, the making of small fabric repairs to envelopes (as defined in and in accordance with, the balloon manufacturers' instructions) not requiring load tape repair or replacement.
- (8) Replenishing hydraulic fluid in the hydraulic reservoir.
- (9) Refinishing decorative coating of fuselage, balloon baskets, wings, tail group surfaces (excluding balanced control surfaces), fairings, cowlings, landing gear, or cabin or cockpit interior, when removal or disassembly of any primary structure or operating system is not required.
- (10) Applying preservative or protective material to components where no disassembly of any primary structure or operating systems is involved and where such coating is not prohibited or is not contrary to good practices.

- (11) Repairing upholstery and decorative furnishings of the cabin, cockpit, or balloon basket interior when the repairing does not require disassembly of any primary structure or operating system, interfere with an operating system, or affect the primary structure of the aircraft.
- (12) Making small, simple repairs to fairings, nonstructural cover plates, cowlings, and small patches and reinforcements, but not changing the contour so as to interfere with proper airflow.
- (13) Replacing side windows where that work does not interfere with the structure or any operating system such as controls, electrical equipment, etc.
- (14) Replacing safety belts.
- (15) Replacing seats or seat parts with replacement parts approved for the aircraft, not involving disassembly of any primary structure or operating system.
- (16) Troubleshooting and repairing broken circuits in landing-light wiring circuits.

NOTE: See also 14 CFR Part 43, Maintenance, Preventive Maintenance, Rebuilding, and Alteration.

SUBLEASE - a lease by a tenant or grantee of an interest in part or all of a leased premises to another person or company but with the original tenant or grantee retaining some rights or interests under the original lease.

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

THROUGH-THE-FENCE OPERATION – an arrangement that the Airport may at times enter into to permit access to the public landing area by independent operators offering an aeronautical activity or access to aircraft based on land adjacent to, but not part of, the Airport and property beyond the Board's control. It also includes services performed on the Airport by individuals or companies which do not have a lease or permit from the Board to perform such services.

TSA - the Transportation Security Administration.

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# SECTION THREE – GENERAL REQUIREMENTS

## PROSPECTIVE/EXISTING PROVIDERS

The following shall apply to all prospective/existing aeronautical service providers at Smith Field Airport:

### 1. EXPERIENCE/CAPABILITY

An Operator shall have such business background and shall have demonstrated business capability to the satisfaction of and in such manner as to meet with the approval of the Board.

Any prospective Operator seeking to conduct Commercial Activity at the Airport should demonstrate that it has adequate resources to realize the Operator's business objectives agreed to by the Board and said Operator. Appendix One – Proposal Requirements should be used as a guide to assist prospective Operator in demonstrating the prospective Operator's background, resources and abilities.

### 2. AGREEMENT REQUIRED

No Operator shall be permitted to use any land, conduct any Commercial Activity or solicit business in connection therewith unless such activity is conducted in accord with the Commercial Minimum Standards established herein and as hereinafter amended from time to time by the Board; and unless a proper operating agreement or a valid property lease agreement allowing the conduct of such specifically authorized activities on the Airport has been executed by both parties.

The terms and conditions of any agreement between the Board and an Operator requesting permission to perform a Commercial Activity shall be contained in a written lease, sublease, contract or operating agreement (Agreement); provided, however, that use of the Airport by a party performing Commercial Activities in the absence of a written Agreement shall not excuse such party from the payment of applicable fees and charges established by the Board. An Operator shall not engage in any Commercial Activity not specifically authorized by Agreement.

Except as otherwise provided in a written Agreement, any party performing Commercial Activities shall be subject to the Airport Rules and Regulations and Commercial Minimum Standards. In the event of a conflict between the Agreement and the Commercial Minimum Standards, the Agreement shall govern.

### 3. PAYMENTS OF RENTS, FEES, AND CHARGES

All Operators shall comply with the Rates and Charges Ordinance enacted by the Board or as otherwise specified in a written Agreement.

### 4. MINIMUM LEASED PREMISES

The Operator shall lease sufficient land and/or building space to accommodate all activities and operations proposed by the Operator. The minimum requirements in each instance shall be subject to the approval of Board.

All Commercial Activities governed by these Standards will be conducted on the Airport. Through-the-Fence Operations will not be permitted.

**5. FACILITY MAINTENANCE**

Unless otherwise agreed to in writing, during the term or any Agreement, Operator shall, at its own expense, keep and maintain the premises (land, building or structures on the land) and all such

improvements and facilities and additions thereto, including all paved areas associated with the premises as well as interior maintenance of all buildings and/or leased premises constructed or installed by it or by Board, in good condition and repair, reasonable wear and tear excepted.

## **6. PRODUCTS, SERVICES AND FACILITIES**

A Fixed Base Operator (FBO) may conduct any activity or activities, meeting the applicable standards specified herein, in addition to those specifically identified in Section 4 - Fixed Base Operator/Specialized Aeronautical Service Operator.

A Specialized Aeronautical Service Operator (SASO) may provide at least one of the aeronautical activities identified in Section 4 - Fixed Base Operator/Specialized Aeronautical Service Operator except fuel.

## **7. EXCLUSIVE RIGHTS**

No person shall be granted an exclusive right to conduct any Commercial Activity on the Airport as mandated by FAA Advisory Circulars regarding exclusive rights and minimum standards for Commercial Activities. The absence of competition alone is not a violation of the exclusive right policy. The Board reserves the right to provide any Commercial Activities.

## **8. NON-DISCRIMINATION**

Operator agrees to abide by those certain covenants and assurances required or recommended by the FAA, TSA, Indiana Department of Transportation (INDOT), United States Department of Transportation (USDOT) or by Federal or Indiana statute. In the event of breach of any such covenant, the Board shall have the right to terminate any Agreement and to reenter and repossess any land and/or facilities thereon, and hold the same as if said Agreement had never been made or issued. It is further understood and agreed that the Board shall have the right to take such action as the Federal Government may lawfully direct to enforce this obligation. In the event future covenants and/or assurances are required of the Board by the USDOT, INDOT, FAA or TSA, which are applicable to an Agreement, Operator agrees that it will conform with the provisions thereof so long as the Agreement is in effect.

## **9. LICENSES, PERMITS, CERTIFICATIONS, AND RATINGS**

Operator shall obtain and maintain all applicable licenses, permits, certifications and/or ratings for the activities specified herein and shall either present upon request or submit to Board as required.

## **10. PERSONNEL**

Operator shall employ a sufficient number of personnel that are qualified, certified, trained and current in the function/position for which they are employed and are working while on the Airport.

The Operator shall maintain during all business hours a responsible person in charge to supervise the operations in the leased/assigned area with the authorization to represent and act for and on behalf of the Operator.

## **11. SAFETY AND SECURITY**

Authority has overall responsibility for safety and security at the Airport.

Operators shall obey all rules and regulations promulgated from time to time by the U.S. Department of Transportation, U.S. Department of Homeland Security, the FAA, the TSA, the State of Indiana, the Indiana Department of Transportation, the City of Fort Wayne, the County of Allen, and the Board governing the conduct and operation of the Airport and its facilities. Board agrees that any rules and regulations promulgated by the Board shall not be inconsistent with any legally authorized Federal or State rules or regulations. In the event the Board is assessed and pays

a fine because of an act or omission of Operator, its employees, agents, and invitees, in violation of this Section, Operator shall reimburse the Board for such payment within thirty days of the Board providing such notice of payment.

## **12. ENFORCEMENT**

The Executive Director of Airports shall enforce the provisions of these Commercial Minimum Standards and may call upon Authority's Public Safety Department for such assistance as the Executive Director of Airports may, from time to time, require. Failure by Operator to comply with the applicable Standards set forth herein may result in the suspension of authorized activities on the Airport until such time Standards are met. Furthermore said failure to comply may also result in the termination of any Agreement between the Operator and the Board.

## **13. INDEMNIFICATION AND INSURANCE**

All prospective/existing Operators shall demonstrate to the Board's satisfaction evidence of their ability to acquire and maintain insurance coverage as stipulated for each particular type of activity according to the insurance guidelines established by the Authority in consultation with its risk management agent(s), as amended from time to time, and on file with the Authority. Said coverage amounts are minimum amounts, each Operator should make its own analysis to determine if additional coverage is needed.

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

## **14. AMENDMENT OF STANDARDS**

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

## **15. EXISTING AGREEMENTS**

It is understood that the establishment of these Commercial Minimum Standards cannot alter provisions/requirements of existing Agreements between Board and existing tenants that are in direct conflict with these Commercial Minimum Standards.

Existing tenants, however, are required to comply with the Standards set forth herein unless the Standards are in conflict with the current valid Agreement. All entities will become subject to the then current Standards immediately following the expiration, early termination, and/or any modification to an existing Agreement through amendment, exercising a lease option, or extension between the Board and that entity.

## **16. APPLICATION CRITERIA**

These Commercial Minimum Standards are established to assist the Board in its consideration by those desiring to operate on the Airport. The Board reserves the right to authorize deviations from these criteria

in the event that exceptional circumstances exist, which in the sole opinion of the Board, necessitate such deviations so that the public may be adequately served. Such deviations may be either by way of waiving or modifying certain criteria set forth herein or by requiring additions to the criteria.

#### **17. ALTERATIONS**

All alterations and improvements, including but not limited to offices, hangars, access roads, access taxiways, vehicle parking areas and aircraft parking areas shall be in accordance with design and construction standards established by the Authority and in accordance with applicable Federal, State and Local codes, ordinances, laws, rules and regulations.

Operator shall not proceed with any construction or remodeling on the leased/assigned premises without first obtaining advance written approval of plans and specifications for such work from the Authority as well as an Airport Authority building permit.

#### **18. SPILL PLAN**

All Operators using or selling fuel, chemicals, or other products considered by Federal, State, or Local authorities to be pollutants or hazardous shall provide a fuel and/or chemical spill plan for approval by the Director and appropriate environmental agencies prior to Operator's use/sale of such products.

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# SECTION FOUR – FIXED BASE OPERATOR - SPECIALIZED AERONAUTICAL SERVICE OPERATOR

The general policy established by these criteria is that commercial services to the public at the Airport shall be provided by Fixed Based Operators (FBO) and/or Specialized Aeronautical Service Operators (SASO), under written Agreement, who shall provide the services meeting the Standards established hereunder.

## **FIXED BASE OPERATOR (FBO)**

### **1. DEFINITION**

An FBO is an entity which maintains facilities at the Airport for the purpose of engaging in commercial aeronautical activities/services on the Airport.

### **2. SCOPE OF ACTIVITY**

An FBO provides services including but not limited to in-plane fueling services, flight training, aircraft rental, aircraft sales, aircraft charter or air taxi, airframe and powerplant repair, aircraft line service and certain specialized activities; and being authorized to conduct such a business through licensing by the Board. Only an FBO may provide aviation fuel services at the Airport.

An FBO may sublicense to a SASO to provide any of the services provided herein except fueling. SASO's must meet all applicable requirements for the sublicense operation including applicable SASO specific requirements provided in these Commercial Minimum Standards.

### **3. MINIMUM LEASED PREMISES**

Premises:

Ground Space	21,780	Square Feet
Ramp	8,000	Square Feet
Hangar Space	1,600	Square Feet
Office/Support Space	800	Square Feet
Paved Auto Parking	10	Spaces

Ramp shall provide adequate paved transient aircraft parking, using hangar or tie down.

Office/Support Space shall include a public waiting area of a size commensurate with the type and scope of the operations. Separate (male and female) restrooms should be provided in a safe, convenient location directly adjacent to the lobby or public waiting area.

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

For specific commercial activities/services, FBO shall comply with any additional space requirements, if not already met by the requirements of this Section.

#### **4. FUEL STORAGE**

FBO shall make satisfactory arrangements with a recognized aviation petroleum distributor for delivery of fuel in such quantities as are necessary to meet the requirements set forth herein.

Unless provided by the Board, FBO shall have a fixed fuel storage system (in a location designated by Board), containing safety fixtures, and filtration systems to ensure fuel quality in accordance with applicable standards. Underground and above ground storage tanks shall be built, installed, operated and maintained in accordance with all Federal, State and Local regulations.

The system shall have at least 8,500 gallons of storage for each type of fuel the FBO is required to provide. The storage system must include adequate fuel spill prevention features and containment capabilities, together with an approved fuel Spill Prevention Countermeasures and Control Plan, as applicable.

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

#### **5. FUELING EQUIPMENT**

Except as otherwise provided in any Agreement between an FBO and the Board, an FBO shall be required to comply with and/or provide the following:

Fuel dispensing equipment, meeting all applicable Federal, State, and Local requirements for each type of fuel dispensed.

Adequate bonding wires, continuously inspected and maintained, on all fueling equipment.

Spill kits for both fixed and mobile fuel storage tanks.

An adequate supply of properly located fire extinguishers and/or equipment as required by applicable fire codes.

Mobile refueling vehicles (Refuelers), designed and built for the purpose of fueling aircraft, self-propelled, properly marked/labeled with type of fuel being carried, equipped with a metering device, and having separate dispensing pumps for each grade of fuel.

Proper storage and staging of Refuelers in accordance with Airport Rules and Regulations, Federal, State and Local regulations/requirements.

FBO's providing 100LL Avgas only, are not required to provide Jet A; however, FBO's providing Jet A service are required to provide both Jet A and 100LL Avgas.

#### **6. OTHER EQUIPMENT**

In regard to line service activities, FBO shall provide adequate tie down facilities and equipment, including rope, chains and other types of restraining devices (e.g. wheel chocks); adequate loading, unloading and towing equipment to safely and efficiently move aircraft as necessary; and telephone and radio contact to service personnel.

**7. PERSONNEL**

All personnel engaged in fueling operations shall be fully instructed and trained in proper fueling procedures as required by applicable standards.

FBO shall employ a sufficient number of personnel that are qualified, certified, trained and current in the function/position for which they are employed and are working while on the Airport. At least one employee must be present and available during FBO's normal business hours to greet customers.

**8. HOURS OF ACTIVITY**

FBO shall make provisions for its premises to be open during normal business hours {8:00 a.m. – 5:00 p.m., seven (7) days a week, including holidays} for all activities other than fuel services.

Fuel services shall be available 7:00 am to 9:00 pm from March 1<sup>st</sup> to October 31<sup>st</sup> and 7:00 am to 7:00 pm from November 1<sup>st</sup> until the last day of February.

The Board reserves the right to require that facilities be open and adequately staffed during times in addition to that described above; however, such additional times shall be reasonable, based on public benefit and/or need.

**9. AIRCRAFT REMOVAL**

FBO shall provide appropriate recovery services and equipment necessary to promptly remove disabled aircraft from the airfield of the largest type aircraft based within the FBO's Leased Premises.

**10. INSURANCE**

FBO shall procure and maintain minimum insurance in accordance with the insurance guidelines, established by the Authority in consultation with its risk management agent(s). Said insurance guidelines are subject to periodic modification and are kept on file with the Authority.

# **SPECIALIZED AERONAUTICAL SERVICE OPERATOR (SASO)**

## **1. DEFINITION**

A SASO is an aeronautical business on the Airport that offers limited aeronautical service and does not sell fuel. Examples of services provided may include flight training, aircraft rental, aircraft sales, aircraft charter, air taxi, or air ambulance; airframe and powerplant repair/maintenance including avionics, instrument or propeller services; or other specialized commercial flight support business that the SASO is authorized to conduct through licensing by the Board.

## **2. SCOPE OF ACTIVITY**

A SASO may provide Commercial Activity/service(s) as authorized by the Board from the following permitted list:

- A. Aviation maintenance service; or
- B. Avionics, instrument repair and/or propeller repair and overhaul service; or
- C. Aircraft rental/flight training; or
- D. Aircraft sales; or
- E. Aircraft charter; or
- F. Commercial hangar operator; or
- G. Commercial Activities, not elsewhere listed in these Commercial Minimum Standards, including, but not limited to agricultural application, banner towing and aerial photography or survey.

A SASO is not permitted to provide aviation fuel to the public.

## **3. MINIMUM LEASED PREMISES**

Leased premises for each SASO shall be at least that described herein or otherwise required by the Board. If SASO is a subleasee of an FBO, SASO may use the FBO's leased premises to meet the requirements herein, provided that the FBO meets the FBO premise requirements (see Section Four item three).

Notwithstanding the specific requirements of each SASO, the general leased premise requirements for a SASO, that is not a subleasee of an FBO, are a one-quarter (1/4) acre (approximately 10,890 sf) site having 1,200 square feet of building space and adequate parking for customer and employees automobiles.

## **4. EQUIPMENT**

SASO shall provide sufficient equipment necessary to meet the requirements of each commercial activity/service as specified for each SASO.

## **5. PERSONNEL**

SASO shall employ a sufficient number of personnel that are qualified, certified, trained and current in the function/position for which they are employed and are working while on the Airport. At least one employee must be present and available, upon reasonable notice, to greet customers.

## **6. HOURS OF ACTIVITY**

SASO shall make provisions for its premises to be open during normal business hours {8:00 a.m. – 5:00 p.m., five (5) days a week, excluding holidays} for all offered services.

## **7. INSURANCE**

SASO shall procure and maintain minimum insurance in accordance with the insurance guidelines, established by the Authority in consultation with its risk management agent(s). Said insurance guidelines are subject to periodic modification and are kept on file with the Authority.

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## **SECTION FIVE- FBO/SASO COMMERCIAL ACTIVITIES/SERVICES**

### **Fixed Base Operator/Special Aeronautical Service Operator Services:**

- Fuel\*
- Aviation Maintenance
- Aircraft Rental/Flight Training
- Aircraft Charter
- Aircraft Sales
- Avionics or Instrument Maintenance
- Specialized Commercial Aeronautical Operator Services
- Commercial Hangar Operations

\* Only an FBO can provide.

The following descriptions detail criteria specific to the activity being performed. FBO's may use a SASO to meet the requirements of a mandatory service except for providing aviation fuel to the public. SASO's are eligible to sublease from an FBO in order to meet its minimum standards; however, an FBO must meet primary leased premise requirements.

All services provided at the Airport must be under the authorization and control of the Airport or the FBO. Temporary permits of varying duration (daily or up to one year in length) shall be obtained from the Airport or FBO as applicable for any commercial activity to be performed by an individual or entity on the Airport. This permit must be obtained prior to commencement of any commercial activity. Fines shall be imposed if a permit is not obtained.

# AIRCRAFT MAINTENANCE OPERATOR

## 1. DEFINITION

An authorized entity engaged in providing Aircraft Maintenance for Aircraft other than those owned, leased, and/or operated by (and under the full and exclusive control of) Operator, which includes the sale of Aircraft parts and accessories.

## 2. SCOPE OF ACTIVITY

Operator shall provide repair, maintenance and overhaul services (for which it is rated) for Aircraft airframes and powerplants.

FBO may provide this service through a sublicense agreement between FBO and SASO, provided both the sublicense agreement and subsequent sublease agreement are approved in writing by the Board.

## 3. MINIMUM PREMISES

Premises shall comprise at least 3,000 square feet of FBO or SASO space designated for Aircraft and powerplant maintenance use that includes storage areas necessary for standard parts, spare parts, and raw materials to carry out the repair, inspection, alteration, and/or assembly intended. Premises shall include adequate paved parking for Aircraft not in service and/or waiting for service.

A SASO may sublease space for its operation from an FBO to meet this requirement provided that the premise requirements for both entities are met and further provided that the sublease agreement is approved in writing by the Board.

## 4. AIRCRAFT PAINTING

For paint, varnish or lacquer spraying operations, the arrangement, construction, ventilation, and protection of spraying booths and storing of materials shall be in accordance with Federal, State and locally recognized fire prevention and environmental standards.

## 5. LICENSES AND CERTIFICATION

Operator shall hold the appropriate Repair Station certificate issued by the FAA with ratings equal to the work being performed. In the case of a new operation, the Operator must acquire all applicable repair station certifications within six months of operation initiation.

## 6. PERSONNEL

Operator shall provide adequate personnel, at least one of whom is certified by the FAA with an Aircraft inspector's rating who can perform, supervise, and inspect the work for which the Repair Station is rated. Repair personnel must be currently and properly certified by the FAA with ratings appropriate to the work being performed. Operator shall have at least one employee on site or on call for immediate response, if necessary.

## 7. EQUIPMENT

Operator shall provide sufficient tools, equipment, supplies and access to parts equivalent to that required for certification by FAA as an approved Repair Station.

**8. HOURS OF ACTIVITY**

Operator shall provide on-call service.

# AVIONICS OR INSTRUMENT MAINTENANCE OPERATOR

## 1. DEFINITION

An entity certified by the FAA as an Avionics Repair Station that provides for the repair, maintenance and overhaul of avionics (e.g. Aircraft radios, electrical systems or instruments as described in 14 CFR part 43, Appendix A).

## 2. SCOPE OF ACTIVITY

Operator shall provide for the repair of Aircraft avionics, propellers, instruments and/or other accessories. This may include the sale of new or used Aircraft avionics, propellers, instruments and/or accessories.

FBO may provide this service through a sublicense agreement between FBO and SASO, provided both the sublicense agreement and subsequent sublease agreement are approved in writing by the Board.

## 3. MINIMUM PREMISES

2,000 square feet of building space shall be provided for an avionics shop, office, storage and hangar space to carry out the repair, inspection, alteration, and/or assembly intended. Premises shall include adequate paved parking for Aircraft not in service and/or waiting for service.

A SASO may sublease space for its operation from a FBO to meet this requirement provided that the premise requirements for both entities are met and further provided that the sublease agreement is approved in writing by the Board.

## 4. AIRCRAFT LICENSES AND CERTIFICATION

The Operator shall hold the appropriate Avionic Repair Station certificates issued by the FAA for the types of equipment it plans to service and/or install. In the case of a new operation, the Operator must acquire all applicable Repair Station certifications within six months of operation initiation.

## 5. PERSONNEL

Operator shall have in its employ and on duty during its business hours trained personnel in such numbers as are required to meet the standards set forth in this category in an efficient manner but never less than one person who holds a current FAA mechanic certificate with an airframe rating which authorizes that person to maintain avionics equipment.

## 6. EQUIPMENT

Operator shall provide sufficient tools, equipment, supplies, and access to parts equivalent to that required for certification by FAA as an approved Avionics Repair Station.

## 7. HOURS OF ACTIVITY

Operator shall provide on-call service.

# AIRCRAFT RENTAL AND FLIGHT TRAINING OPERATOR

## 1. DEFINITION

An Aircraft Rental Operator is an entity engaged in the rental of fixed or rotor wing aircraft to the public.

A Flight Training Operator is an entity engaged in instructing pilots in dual and solo flight training, using fixed or rotary wing aircraft.

## 2. SCOPE OF ACTIVITY

An Aircraft Rental Operator shall provide fixed and/or rotor wing aircraft rental to the public and shall provide any necessary competency checks, check rides and/or transition training necessary therewith.

A Flight Training Operator shall provide dual and solo flight training, using fixed and/or rotary wing aircraft, and provide such related ground school instruction as is necessary preparatory to taking a written examination and flight check ride for the category or categories of pilot license(s) and rating(s) involved. Operator shall provide private pilot and commercial pilot license and instrument rating training including recurrent training (e.g. biennial flight review, instrument competency check, etc.).

An FBO may provide this service through a sublicense agreement between an FBO and a SASO, provided both the sublicense agreement and subsequent sublease agreement are approved in writing by the Board.

## 3. MINIMUM LEASED PREMISES (FBO)

Included in the premises requirements of Section Four Item Three herein, an FBO shall provide a minimum of 328 square feet of building space for a classroom and office, pilot lounge and flight planning area. Pilot lounge and flight planning area shall have appropriate seating, work areas, communication facilities and equipment, directories, and all other items necessary for complete flight planning separate from other public areas.

To meet this requirement, a SASO may sublease space for its operation from an FBO provided that the leased premise requirements for both entities are met and further provided that the sublease agreement is approved in writing by the Board.

## 4. MINIMUM LEASED PREMISES (SASO)

One-quarter (1/4) acre (approximately 10,890 sf) site including 1,200 square feet of building space for a classroom, office and public waiting area. Public waiting area shall have a separate (male and female) restrooms provided in a safe convenient location directly adjacent to the public waiting area. Space shall also include a pilot lounge and flight planning area with appropriate seating, work areas, communication facilities/equipment, directories and all other items necessary for complete flight planning separate from other public areas. Operator shall also provide adequate parking for customer and employee automobiles.

## 5. LICENSES AND CERTIFICATION

Operator shall meet and maintain all applicable requirements for flight training offered.

**6. PERSONNEL**

The Operator shall have on a full-time equivalent basis at least one (1) flight instructor who has been properly certificated by the FAA to provide the type of training offered and/or competency flight checks; and/or aircraft rental.

**7. EQUIPMENT**

For aircraft rental or flight training, the Operator shall have available either owned or under written lease to Operator, at least one properly certificated aircraft that is equipped for and capable of instrument flight instruction. Aircraft shall be stored and maintained in a manner to ensure that the aircraft is airworthy.

**8. HOURS OF ACTIVITY**

Operator shall make provisions for its premises to be open during normal business hours {8:00 a.m. – 5:00 p.m., five (5) days a week}.

**9. INSURANCE**

Operator SASO shall procure and maintain minimum insurance in accordance with the insurance guidelines, established by the Authority in consultation with its risk management agent(s). Said insurance guidelines are subject to periodic modification and are kept on file with the Authority.

# AIRCRAFT CHARTER OPERATOR

## 1. DEFINITION

An Aircraft Charter Operator engages in on-demand non-scheduled passenger/cargo transportation services (as defined in 14 CFR Part 135 or 14 CFR part 125).

## 2. SCOPE OF ACTIVITY

An Aircraft Charter Operator shall provide on-demand/non-scheduled air transportation of persons and/or property to the general public for hire. SASO may provide this service through a sublicense or sublease agreement between FBO and SASO, provided such license or agreement is approved in writing by the Board. FBO may sublicense to one passenger-exclusive charter operator and to one cargo-exclusive charter operator so long as FBO is not engaged in either of these activities itself.

## 3. MINIMUM PREMISES

Aircraft Charter Operator shall provide 900 square feet of designated space to provide sufficient public waiting area. Aircraft Charter Operator shall also provide sufficient hangar/tie-down space for storage of Aircraft.

FBO may provide this service through a license agreement or sublease agreement between FBO and SASO, provided such license or agreement is approved in writing by the Board.

A SASO may sublease space for its operation from a FBO to meet this requirement, provided that the premise requirements for both entities are met and further provided that the sublease agreement is approved in writing by the Board.

## 4. LICENSES AND CERTIFICATION

Operator shall maintain the appropriate FAA certifications and approvals required to meet the standards set forth in this category including for the Operator itself and any Aircraft or other equipment. Copies of such certifications and approvals shall be provided to the Board upon request.

## 5. PERSONNEL

The Operator shall have in its employ and on duty during its business hours, trained personnel in such numbers as are required to efficiently meet the Standards set forth in this category; but never less than one person or the number of persons required to operate a particular Aircraft, including at least a Commercial Pilot and other appropriately rated personnel to permit the flight activity offered by Operator.

## 6. EQUIPMENT

For charter operations, the Operator shall provide, either owned or under written lease the type, class, size and number of Aircraft intended to be used by the Operator, including not less than one four-seat IFR equipped Aircraft, which meets the requirements of the FAA certificate held by the Operator.

## 7. HOURS OF ACTIVITY

Operator shall make provisions for its premises to be accessible to the public during normal business hours (8:00 a.m. – 5:00 p.m., five (5) days a week).

# AIRCRAFT SALES OPERATOR

## 1. DEFINITION

An entity engaged in the sale of new and/or used aircraft.

## 2. SCOPE OF ACTIVITY

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

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

General: Operator shall provide necessary and satisfactory arrangements for repair and servicing of aircraft for the duration of any sales guarantee or warranty period. Operator shall have a representative example of the product(s) for sale available for demonstration or a fully assembled demonstration aircraft available or on call.

FBO may provide this service through a sublicense agreement between FBO and SASO, provided both the sublicense agreement and subsequent sublease agreement are approved in writing by the Board.

## 3. MINIMUM LEASED PREMISES (FBO)

In addition to the premises requirements in Section Four Item Three herein, an FBO shall provide sufficient ramp and/or hangar space to store/demonstrate aircraft.

To meet this requirement, a SASO may sublease space for its operation from an FBO provided that the leased premise requirements for both entities are met and further provided that the sublease agreement is approved in writing by the Board.

## 4. MINIMUM LEASED PREMISES (SASO)

Refer to requirements outline in Section Four Item Three herein.

## 5. LICENSES AND CERTIFICATIONS

Operator shall maintain all applicable licenses, certifications and ratings.

## 6. PERSONNEL

The Operator shall have in its employ and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the Standards set forth herein in an efficient manner and to provide check rides in the models to be demonstrated.

## 7. EQUIPMENT

Operator shall provide or make arrangement for repair and servicing of aircraft for the duration of any sales and warranty period. Servicing facilities may be provided through agreement with a repair shop operator at the Airport. Operator shall provide an adequate inventory or demonstrate the ability to readily obtain spare parts for the type of new aircraft for which sales privileges are granted.

An Aircraft Sales Operator who is engaged in the business of selling new aircraft shall have available or on call at least one fully-assembled demonstrator aircraft.

**8. HOURS OF ACTIVITY**

Operator shall make provisions for its premises to be open during normal business hours {8:00 a.m. – 5:00 p.m., five (5) days a week}.

**9. INSURANCE**

Operator SASO shall procure and maintain minimum insurance in accordance with the insurance guidelines, established by the Authority in consultation with its risk management agent(s). Said insurance guidelines are subject to periodic modification and are kept on file with the Authority.

# **SPECIALIZED COMMERCIAL AERONAUTICAL OPERATOR**

## **1. DEFINITION**

An aeronautical business that offers a single or limited service that is not included in other sections of these Standards.

## **2. SCOPE OF ACTIVITY**

Activities shall include, but are not limited to:

- a. Non-stop sightseeing flights that begin and end at the same airport; or
- b. Crop-dusting, seeding, spraying, and/or bird chasing; or
- c. Banner towing and/or aerial advertising; or
- d. Aerial photography and/or survey; or
- e. Power line and/or pipeline patrol; or
- f. Fire fighting; or
- g. Aircraft detailing; or
- h. Any other operations specifically excluded from 14 CFR Part 135.

A Specialized Commercial Aeronautical Operator may operate as a Sublessee of an FBO provided a written sublease agreement has been approved by Board for such activities.

## **3. MINIMUM LEASED PREMISES (FBO)**

In addition to the premises requirements outlined in Section Four Item three, an FBO shall provide sufficient land, apron and building space to conduct all authorized activities.

## **4. MINIMUM LEASED PREMISES (SASO)**

One-tenth (1/10) acre (4,356 sf) site including to building space for public waiting area with restrooms. Operator shall also provide adequate parking for customer and employee automobiles.

A SASO may sublease space for its operation from an FBO provided that the leased premise requirements for both entities are met and further provided that the sublease agreement is approved in writing by the Board.

## **5. LICENSES AND CERTIFICATIONS**

Operator shall maintain all applicable licenses, certifications, and ratings.

## **6. PERSONNEL**

The Operator shall have in its employ and available or on call during appropriate business hours, trained personnel in such numbers as may be required to efficiently meet the Commercial Minimum Standards herein set forth.

## **7. HOURS OF ACTIVITY**

Operator shall make provisions for its premises to be open during business hours commensurate with demand for the activities being conducted.

## **8. INSURANCE**

Operator SASO shall procure and maintain minimum insurance in accordance with the insurance guidelines, established by the Authority in consultation with its risk management agent(s). Said insurance guidelines are subject to periodic modification and are kept on file with the Authority.

# COMMERCIAL HANGAR OPERATOR

## 1. DEFINITION

A Person that develops, owns or leases facilities for the purpose of selling, leasing or subleasing to the general public aircraft storage facilities for the intent of gaining profit whether or not profit is realized.

## 2. SCOPE OF ACTIVITY

A Commercial Hangar Operator shall lease hangars specifically designated for and approved by the Board to be eligible for this type of activity. No Commercial Activity, other than that directly related to the storage of aircraft and ancillary equipment, shall be conducted in or around the storage hangars. Each tenant/subtenant of said hangar may however do the following:

Tenants/subtenants may hangar, adjust, repair, clean and/or otherwise service their own aircraft as provided for within the applicable CFR by that tenant/subtenant or by that tenant's/subtenant's own employees. Tenant/subtenant shall not sell, barter, trade, share, sub-lease or in any other manner provide hangar space to any other Airport tenant or user, or to any other aircraft except those aircraft owned or leased for the exclusive use of the tenant/subtenant designated in an agreement between the Commercial Hangar Operator and the Board.

## 3. MINIMUM LEASED PREMISES

Operator shall lease an area of not less than approximately one half (1/2) acre (21,780 square feet) of land upon which Operator will construct a hangar according to designs approved by the Board, consisting of not less than 6,000 square feet, with a commensurate sized apron.

Operator may lease equivalent land and existing hangar improvements to meet the requirements specified herein.

## 4. AGREEMENT

A Commercial Hangar Operator must have a written lease agreement with the Board specifically authorizing the lease of hangar space to single and/or multiple subtenants.

## 5. INSURANCE

Operator SASO shall procure and maintain minimum insurance in accordance with the insurance guidelines, established by the Authority in consultation with its risk management agent(s). Said insurance guidelines are subject to periodic modification and are kept on file with the Authority.

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## SECTION SIX – APPLICATION/PERMIT PROCESS

### COMMERCIAL AERONAUTICAL ACTIVITY APPLICATION

Any individual or company desiring to conduct business on the Airport in the form of a new entity or through the sale or transfer of a going concern for the purpose of securing earnings, income, compensation, reimbursement (including exchange of service), and/or profit, whether or not such objectives are accomplished shall comply with the following application procedures.

#### APPLICATION PROCESS

The applicant must demonstrate that it has sufficient management experience, available personnel and equipment to provide high quality service in an efficient and workmanlike manner throughout the term of any agreement. An application must be submitted to the Board (in writing and form suitable to Board) in accordance with the Proposal Requirements as specified in Appendix One, attached hereto.

#### APPROVAL PROCESS

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

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

1. The applicant does not meet qualifications, standards and/or requirements established by these Commercial Minimum Standards.
2. The applicant's proposed operations or construction will create a safety hazard on the Airport.
3. The granting of the application will require the expenditure of local funds, labor or materials on the facilities described in or related to the application and/or the operation will result in a financial loss to the Authority.
4. There is no appropriate or adequate available space on the Airport to accommodate the entire activity of the applicant.
5. The proposed operation, development and/or construction does not comply with the approved ALP.
6. The development or use of the area requested will result in a congestion of aircraft or buildings, or will result in unduly interfering with the operations of any present FBO/SASO on the Airport, such as problems in relation to aircraft traffic or service, or preventing free access and egress to the existing FBO/SASO areas; or will result in depriving, without the proper economic study, an existing FBO/SASO of portions of its leased area in which it is operating.
7. Any party applying or having an interest in the business, has supplied false information, or has misrepresented any material fact in the application or in supporting documents, or has failed to make full disclosure on the application.
8. Any party applying, or having an interest in the business, that has a record of violating any Airport Rules, or the Rules and Regulations of any other airport, CFR's, or any other rule, regulation, law or ordinance applicable to this or any other airport.

9. Any party applying, or having an interest in the business, has defaulted in the performance of any Agreement with the Board or any agreement at any other airport.
10. Any party applying or having an interest in the business that is not sufficiently credit worthy and responsible in the sole judgment of the Board to provide and maintain the business for which the application relates and to provide prompt payment of amounts due under an Agreement.
11. The applicant does not have the finances necessary to conduct the proposed operation for at least six (6) months.

The Board reserves at all times the right to approve or disapprove the application of any proposed aeronautical activity. Such approval shall take into account the aforementioned Standards along with an analysis of the business background, financing, and proposed plans for the development of an aeronautical activity. Final approval by the Board shall thus be based on an evaluation of the application in regard to the purposes and intent as set forth and based on a commonly acceptable business analysis.

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# APPENDIX ONE

## PROPOSAL REQUIREMENTS

A business proposal submitted to the Board shall include descriptions of or information outlined by the following (as determined applicable by the Board):

1. The proposed nature of the business.
2. Name of all principals and/or the holding company to include a short resume for all principals and financial backers.
3. Short resume of the manager of the business (if different from above) including this person's experience and background in managing business similar in nature.
4. List of four references (include name, title, company, telephone number, Email and address).
5. Intended scope of operation and/or development. Include list of services to be offered and a business plan for the proposed operation including any market analysis.
6. Site plan in accordance with ALP and the land use requirements.
7. Number and type of aircraft that will be provided, if applicable.
8. Equipment necessary and special tooling to be provided, if any.
9. Number of persons to be employed (specify full and part time).
10. Periods (days and hours) of proposed operation.
11. Amount of space/land that will be leased (include preferred location).
12. Construction cost estimate.
13. Construction schedule.
14. List of any prospective sub-tenant(s) and their intended operation(s).
15. Evidence of financial responsibility to perform the project and operation including financial statements prepared or certified by a Certified Public Accountant.
16. A current credit report (from a major credit reporting agency) for each party owning or having a financial interest in the business and a credit report on the business itself covering all geographical areas in which it has done business in the ten (10) year period immediately prior to such application.
17. Preliminary plans, specifications and dates (including construction schedule) for any improvements which the applicant intends to make on the Airport as part of the activity for which approval is sought. Applicant must comply with appropriate review procedures of the Board.
18. Proof that the Applicant has or the capability of having the minimum insurance coverages as specified in Appendix One, by attaching hereto proof of insurance in an "Accord" format with a copy of the policy binder or other suitable proof of such capability, such as an insurance letter of intent.

19. Statement of past work experience in conducting the proposed operation and construction.
20. Evidence of financial projections for the first year of operation and the succeeding four (4) years.
21. Marketing plan to include methods to be used to attract new business (advertising and incentives).
22. Plans for physical expansion if the business should warrant such expansion.
23. A listing of assets owned, being purchased or leased which will be used in the business on the Airport.
24. A written authorization for use by the Board to present to the FAA, other entities/agencies, aviation or aeronautics commissions, or administrators' departments of all states in which the applicant has engaged in aviation business for those entities/agencies to release information in their files relating to the applicant or its operation. The applicant will execute all such forms, releases, or discharges as may be required by those agencies.
25. Such other information as the Board may require.

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# **APPENDIX TWO COMMERCIAL AERONAUTICAL ACTIVITY PERMIT**

A sample permit is provided on the following page and is subject to change from time to time.

# COMMERCIAL AERONAUTICAL ACTIVITY PERMIT

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The Fort Wayne Allen County Airport Authority Board ("Board") grants to:

\_\_\_\_\_  
(COMPANY NAME)

\_\_\_\_\_  
\_\_\_\_\_  
(ADDRESS)

("Grantee") the privilege and right to conduct the following activity or activities set forth on Exhibit A, attached hereto, at Smith Field Airport:

Grantee shall pay the Board those user fees imposed by the Grantor for the privilege and right to conduct such activity as set forth on Exhibit B.

Grantee will comply with the covenants specified on Exhibit A, the Board's Airport Rules and Regulations (copies of which accompany this permit and are incorporated by reference) and/or any directives issued from time to time by Grantor governing the authorized activities by this Permit.

Grantee shall clean, restore, repair and pay for any damage to Airport property, facilities or equipment resulting from its activities on the Airport.

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

Grantee shall procure and maintain insurance covering its operations at or upon the Airport including areas assigned exclusively to Grantee and also areas used by Grantee in common with others in accordance with the Commercial Minimum Standards.

The term of this permit shall commence as of the \_\_\_\_\_ day of \_\_\_\_\_ and continue until \_\_\_\_\_.

Issued  
Date: \_\_\_\_\_

FORT WANYE ALLEN COUNTY  
AIRPORT AUTHORITY  
"GRANTOR"

By \_\_\_\_\_

Its \_\_\_\_\_

RECEIVED AND ACKNOWLEDGED:  
"GRANTEE"

\_\_\_\_\_

By \_\_\_\_\_  
(NAME PRINTED)

\_\_\_\_\_  
(SIGNATURE)

Its \_\_\_\_\_

This Ordinance shall be in full force and effect from and after its passage by the Board.

Introduced this \_\_\_\_\_ day of \_\_\_\_\_ 2006.

By: \_\_\_\_\_  
Board Member

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2006

\_\_\_\_\_  
Michael S. Gouloff, President

\_\_\_\_\_  
Daniel F. Weaver, Member

\_\_\_\_\_  
Cathy A. Gallmeyer, Vice- President

\_\_\_\_\_  
Eugene E. Parker, Member

\_\_\_\_\_  
Timothy J. Haffner, Secretary

\_\_\_\_\_  
Cornelius B. "Neil" Hayes, Member

(If Board Member was absent, signature line is blank)

Approved as to form and legality:

\_\_\_\_\_  
, Attorney

FORT WAYNE-ALLEN COUNTY  
AIRPORT AUTHORITY