



# **Minimum Standards And Rules and Regulations**

**for the**



**GaryChicago**  
International Airport





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## 1. Introduction, Statement of Policy, and Principles of Interpretation

**1.01** Gary/Chicago International Airport (the “Airport”) is a public-use facility owned and operated by the Gary/Chicago International Airport Authority. The Authority is subject to numerous federal laws, obligations, and regulations, including those imposed by the Federal Aviation Administration (FAA) pursuant to grant agreements.

It is the policy of the Authority to establish minimum standards (the “Minimum Standards”) for Aeronautical Service Providers to ensure the safe and efficient operation of the Airport; to enhance its growth; to preclude the granting of an exclusive right to conduct an aeronautical activity in violation of Section 308(a) of the Federal Aviation Act of 1958; to conform to Title VI of the Civil Rights Act of 1964 and Part 21 of the U.S. Department of Transportation Regulations; to comply with the sponsor assurances as part of the Authority’s federal Airport Improvement Program grant obligations; and to assure all potential Operators of the availability of Airport property on fair and reasonable terms without unjust economic discrimination.

**1.02** The Authority developed these Minimum Standards in accordance with FAA Advisory Circular 150/5190-7 and in conformity with applicable laws, regulations, and federal grant obligations of the Airport Authority. The FAA recommends that sponsors, like the Authority, adopt minimum standards by which those seeking to perform any Aeronautical Services must abide in order to do business at the sponsor’s airport. These Minimum Standards update and replace the Fixed Based Operators Rules and Regulations dated December 10, 1990.

**1.03** The purposes of the Minimum Standards are:

- 1) To make available the opportunity to engage in commercial Aeronautical Activities by persons, firms, or corporations that meet reasonable minimum standards established by the Authority.
- 2) To ensure a safe, efficient and adequate level of operation and services is offered to the public.
- 3) To establish reasonable and not unjustly discriminatory minimum standards for commercial Aeronautical Activities at the Airport with which an Aviation Service Provider engaged in an Aeronautical Activity agrees to comply in exchange for the opportunity to engage in said activity.



- 4) To establish reasonable minimum standards that are relevant to the proposed Aeronautical Activity with the goal of protecting the level and quality of services offered to the public.
- 5) To establish minimum standards that are to be applied objectively and uniformly to all similarly situated Operators in order to ensure a level playing field at the Airport.
- 6) To reasonably protect the investment of providers of Aeronautical Services who meet the Minimum Standards from competition not making a similar investment.
- 7) To reasonably protect and administer the investment of public funds deployed for any operational or capital investment at the Airport.

The Minimum Standards must be interpreted so as to give effect to those purposes.

As the sponsor of the Airport, the Authority will apply the Minimum Standards in a manner consistent with the grant assurances that the Authority has made to the federal government. Nothing in these Minimum Standards should be construed as granting or authorizing an exclusive right to an Operator to provide any Aeronautical Services to the public or to conduct any Aeronautical Services at the Airport. A single Operator providing a particular Aeronautical Service does not, by itself, demonstrate that the Operator has been granted an exclusive right. In many instances, the volume of business may not be sufficient to attract more than one Operator.

Because Operators who have invested at the Airport deserve the continuity and predictability that fair and uniform enforcement of these Minimum Standards provides, the Authority will enforce these Minimum Standards in a consistent, uniform, and fair manner, will treat all similarly-situated Operators the same, and will not unjustly discriminate against an Operator for any reason.

These Minimum Standards are established based upon the existing conditions at the Airport, the existing and planned facilities at the Airport, and the current and future aviation role of the Airport. All operators and entities providing Aeronautical Services on the Airport are strongly encouraged to exceed the Minimum Standards.

- 1.04** For existing Leases or other agreements that may be in conflict with these Minimum Standards, these standards supersede the conflicting terms of the existing agreements and the Minimum Standards will control, except as described in Section 3.1.2. To the extent that there is any conflict between the Minimum



Standards and any federal law, regulation, or obligation, the federal law, regulation, or obligation will control.

## 2. Definitions

- 2.01 *Aeronautical Activity*** means any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted on airports, include, but are not limited to, the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, 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 ultralight activities, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities. Activities, such as model aircraft and model rocket operations, are not aeronautical activities, *as defined in FAA AC 150/5190 - 7 Minimum Standards for Commercial Aeronautical Activities Appendix 1, pg 12, as may be amended from time to time.*
- 2.02 *Aeronautical Service*** means any Aeronautical Activity a Person offers to the general public at the Airport in exchange for valuable consideration.
- 2.03 *Airport*** means the Gary/Chicago International Airport and all of the property, buildings, facilities, and improvements within the exterior boundaries of the Airport as it now exists on the appropriate Airport Layout Plan or as it may hereinafter be extended, enlarged, or modified.
- 2.04 *Aviation Service Provider*** means any Person providing Aeronautical Services at the Airport.
- 2.05 *Airport Manager*** means the entity managing the Airport or its designee acting at the direction of and with authority from (or under direct employment of) the Authority.
- 2.06 *Based Tenant*** means an aircraft owner with a leasehold agreement who is currently leasing the space upon which the owner's aircraft is parked directly from the Airport Authority, or a Person who is parking their aircraft in excess of thirty (30) days in an area of the Airport leased by the Authority to an approved FBO.
- 2.07 *Below-Wing Ground Handling*** means all activities supporting an air carrier including aircraft marshalling, chocking, ground power, preconditioned air, baggage and container loading and unloading, baggage make-up and delivery to



baggage claim, aircraft cleaning and servicing to include lavatory service, cabin cleaning, potable water, dispatching and weight and balance computation, and push-back services.

**2.08 *Effective Date*** is the date upon which the Minimum Standards will apply to any Operator, which date has been determined to be November 2, 2015, for the Minimum Standards adopted by the Authority on September 14, 2015.

**2.09 *FAA*** means the Federal Aviation Administration of the United States Department of Transportation.

**2.10 *FAR*** means Federal Aviation Regulations.

**2.11 *Fee Schedule*** means the rates and charges adopted by the Authority for services provided at the Airport, as amended from time to time and incorporated herein by reference, and attached herein as Appendix A. The Authority reserves the right to amend said Fee Schedule as a separate document.

**2.12 *Flying Club*** means a noncommercial organization established to promote flying, develop skills in aeronautics, and awareness and appreciation of aviation requirements and techniques. A flying club shall be a not-for-profit corporation organized for the express purpose of providing its members with aircraft for the members' personal use and enjoyment only. Aircraft ownership must be vested in the name of the flying club. The property rights of the members of the flying club will be equal and no part of the net earnings of the club will inure to the benefit of any member in any form including salaries and bonuses. A flying club may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance and replacement of its aircraft.

Notwithstanding anything to the contrary herein, all flying clubs desiring to base their aircraft and operate on the Airport must obtain the approval of the Authority pursuant to Section 3.2 of the Minimum Standards.

**2.13 *Fixed Base Operator* or *FBO*** means a commercial business granted the right by the airport sponsor to operate on an airport and provide Aeronautical Services such as fueling, hangaring, tie-down and parking, aircraft rental, aircraft maintenance, flight instruction, etc., as defined in *FAA AC 150/5190 - 7 Minimum Standards for Commercial Aeronautical Activities Appendix 1, pg 13, as may be amended from time to time*. FBO includes both an FSFBO and a SASO.

**2.14 *Full Service Fixed Base Operator* or *FSFBO*** means a commercial business that provides services as described and required in Section 3.3.1 of these Minimum Standards and has been granted the right by the Authority to sell fuel at the Airport.



**2.15 *Fuel Farm*** means an approved Airport fuel facility with a combined fuel capacity of at least 35,000 gallons of aboveground fuel storage for Jet A and Avgas.

**2.16 *Fueling Operations*** means the sale, transportation, storage, or dispensing of aviation fuel at the Airport in exchange for valuable consideration. Only FSFBOs are authorized to conduct Fueling Operations at the Airport and must, in addition to complying with all applicable state and federal laws and regulations on aircraft fueling, meet all of the standards for the storage, handling, and dispensing of fuels and lubricants prescribed in the most recent versions of the following, as each may be amended from time to time:

- FAA Advisory Circular 150/5230–4B “Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports”;
- National Fire Protection Association (“NFPA”) 30 “Flammable and Combustible Liquids Code”;
- Air Transportation Association Specification 103 “Standards for Jet Fuel Quality at Airports”;
- NFPA 407 “Standard for Aircraft Fuel Servicing”; and
- Energy Institute Standard 1542 “Identification Markings for Dedicated Aviation Fuel Manufacturing and Distribution Facilities, Airport Storage and Mobile Fueling Equipment.”

**2.17 *Gary/Chicago International Airport Authority* or *Authority*** is an “Airport Authority” as defined under Indiana Code § 8-22-3-1 et seq., and the governing body responsible for exclusive control over Airport activities, including construction, improvements, equipment, maintenance and operations, and establishing fees and charges for the use of the Airport.

**2.18 *Gross Aircraft Sales Revenue*** is the total amount of revenue received from the sale of an aircraft by an Operator when such sale is associated in any way with the Airport, without subtracting any costs or expenses therefrom, excluding any revenue derived from sales tax.

**2.19 *Gross Revenue*** is the total amount of revenue received from all sources of any revenue generating Aeronautical Activity associated in any way with the Airport and conducted by an Operator, without subtracting any costs or expenses therefrom, excluding any revenue derived from:

- the sale of fuel;





- landing fees;
- aircraft parking fees collected from parking on the Airport public use ramp;
- sales tax;
- aircraft sales; and
- fees imposed for use of the Airfield (as such term is used and defined in the Rates and Charges Policy (“Policy Regarding Airport Rates and Charges,” 78 Fed. Reg. 175, p. 55330 et. seq., September 10, 2013, as may be amended from time to time).

**2.20 *Improvement*** means any building, hangar, paved area such as a parking lot, ramp, or apron, or other facility or addition constructed or installed by an Operator at the Airport.

**2.21 *Insurance Schedule*** means a schedule adopted by the Authority, and attached as Appendix B, that outlines the minimum insurance requirements that Operators at the Airport must procure and maintain before providing Aeronautical Services as amended from time to time and incorporated herein by reference. The Authority reserves the right to amend said Insurance Schedule as a separate document.

**2.22 *Lease*** means a written agreement between an Operator and the Authority for the Operator to occupy and use Authority-owned land, buildings, equipment, or facilities.

**2.23 *Minimum Standards*** means these standards, which the Authority has established as the minimum requirements to be met as a condition for the right to conduct Aeronautical Services at the Airport. The term includes the rules and regulations contained in Section 4.

**2.24 *NOTAM*** means Notice to Airmen.

**2.25 *Operator*** means any Aviation Service Provider at the Gary Airport, regardless of whether the Aviation Service Provider is also considered to be an FSFBO or a SASO.

**2.26 *Person*** means an individual, corporation, government, governmental subdivision, partnership, association, or any other legal entity.

**2.27 *Premises*** means a defined area on the Airport which the Authority has either leased to an Operator, or has granted an Operator the preferential right to use, by lease or other written agreement, to provide Aeronautical Services.

**2.28 *Specialized Aviation Services Operator* or *SASO*** means a Person providing one or more Aeronautical Service at the Airport with the exception of selling aviation



fuel and dispensing aviation fuel into aircraft, which may only be done by an FSFBO. Such Aeronautical Services include, but are not limited to: (1) specialized aircraft repair services (radios, painting, upholstery, propeller, instruments, accessories, etc.); (2) aircraft airframe and powerplant maintenance and repair; (3) training (including flight and other specialized training i.e. ARFF, LEO, or emergency preparedness); (4) aircraft sales; (5) aircraft rental; (6) aircraft charter and air taxi service; (7) aircraft de-icing service; (8) aircraft catering; and (9) above and below-wing ground-handling services to commercial air carriers. The right to provide services to commercial air carriers must be engaged through an agreement or other appropriate written authorization between the SASO and the air carrier operating from GYY with the written consent of the Authority.

**2.29 Sub-lease** means a lease in which an FBO or other Operator is the lessor and the lessee is: (1) an FBO or other Operator; or (2) a Person who is neither offering an Aeronautical Service nor hangaring nor otherwise storing an aircraft on the leased Premises of the lessor.

**2.30 Supplemental Rent Credit** is a credit for the payment of Supplemental Rent by an Operator to the Authority pursuant to a lease or other contract, which fees are based on a percentage of revenue derived from (i) the sale of fuel, (ii) landing fees and/or (iii) aircraft parking fees collected for parking on the Airport public use ramp; and which fees are paid in addition to the fuel flowage fees, landing fees and aircraft parking fees described in the Fee Schedule.

### 3. Minimum Standards

#### 3.1 General Provisions

**3.1.1** The Minimum Standards shall apply to every Operator providing Aeronautical Services at the Airport. Every Operator shall (1) have a properly executed Lease or written agreement with the Authority or a properly executed Sub-lease with an FBO currently operating at the Airport that requires the Operator sub-leasing from the FBO to comply with the terms of the FBO's Lease with the Authority; (2) comply with these Minimum Standards; and (3) pay the publicly-stated fees and charges that the Authority assesses on all similarly situated Operators.

Notwithstanding the foregoing, the Minimum Standards **do not** apply to:

- a. Air carriers certified under 14 CFR Part 121 that are operating scheduled passenger service to or from the Airport, have signed an airline operating agreement with the Authority and are leasing space from the terminal. However, such air carriers must comply with Airport Rules and Regulations;



all applicable federal, state, and local regulations and codes; and all applicable agreements or lease provisions.

- b. Any Persons that perform any services (including but not limited to maintenance, repair, and fueling) on their own aircraft when said activities are performed themselves or by their employees in accordance with Airport Rules and Regulations; all applicable federal, state, and local regulations and codes (including all fueling standards referenced in these Minimum Standards); and all applicable agreements or lease provisions.

**3.1.2** The requirements contained in this document shall apply to all agreements and Leases between the Authority and any Operator and all Sub-leases existing on the Effective Date of these Minimum Standards. Notwithstanding anything to the contrary herein, the Gross Revenue fee and the Gross Aircraft Sales Revenue fee requirements shall go into effect on January 1, 2016 and Supplemental Fee Credits earned after such date, if any, will be applied to reduce the Gross Revenue fee due and owing to the Authority.

**3.1.3** These Minimum Standards are not intended to be all-inclusive and will be amended at such time as the market, regulatory, technological or other facts and conditions relevant to these Minimum standards arise. Operators must comply with all applicable federal, state, and local laws, codes, ordinances, or regulations pertaining to all such services.

**3.1.4** The Authority will not grant or permit any exclusive rights at the Airport forbidden by federal law, or by the grant assurances made by the Authority to the federal government as a condition for federal funding.

**3.2 Lease Requirements, Application Requirements, and Conditions Precedent to Providing Aeronautical Services**

**3.2.1** The Minimum Standards must be incorporated by reference into all Leases and agreements between the Authority and an Operator. All such Leases and agreements must also include a condition that the lessee agrees to be bound by the Minimum Standards, as amended from time to time, and all applicable local, state and federal laws, rules and regulations, including but not limited to federal grant assurances.

**3.2.2** All prospective Operators seeking to establish an FBO, whether an FSFBO or SASO, on the Airport must complete and submit an application setting forth in detail the information described in Section 3.11.1 herein and provide any necessary engineering approvals, as applicable, in writing to the Authority.



**3.2.3** All applications will be reviewed and acted upon by the Authority within a reasonable time from receipt of a complete and accurate application. Upon approval of any such application, the Authority shall cause to be prepared a suitable Lease or written agreement setting forth the terms and conditions under which the FBO shall be operated. Applications may be denied for one or more of the following reasons:

- a. The applicant does not meet the qualifications, standards, or requirements established by these Minimum Standards.
- b. The applicant's proposed operations or construction will create a safety hazard on the Airport.
- c. The granting of the application will require the expenditure of local funds, labor, or materials on the facilities described in or related to the application, or the operation will result in a financial loss to the Authority.
- d. There is no appropriate or adequate available space or building on the Airport to accommodate the entire activity of the applicant.
- e. The proposed operation, development or construction project does not comply with the approved Airport Layout Plan.
- f. 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 then current Operator on the Airport, such as problems in connection with aircraft traffic or service or preventing free access and egress to an existing FBO area, or will result in depriving an existing FBO of portions of its leased area in which it is operating.
- g. Any party applying or having an interest in the applicant's business supplies false information, or misrepresents any material fact, in the application or supporting documents, or fails to make full disclosure on the application.
- h. Any party applying or having an interest in the applicant's business has a record of violating the Airport Rules, or the rules and regulations of any other airport, any Civil Air Regulations, any FAR, or any other rules and regulations applicable to this or any other airport.
- i. Any party applying, or having an interest in the business, has defaulted in the performance of any lease or other agreement with the Authority, City of Gary, or any lease or other agreement at any other airport.
- j. Any party applying, or having an interest in the business, is not sufficiently credit worthy and responsible in the judgment of the Authority to provide and maintain the business to which the application relates and to promptly pay amounts due under the FBO Lease.
- k. The applicant does not have the finances necessary to conduct the proposed operation for a minimum period of six months.
- l. The applicant has committed any crime, or violated any Authority ordinance rule, or regulation, which adversely reflects on his ability to operate the FBO or conduct the Aeronautical Services for which the application is made.



m. Any other non-discriminatory reasons consistent with local, state, and federal laws, rules, and regulations, including but not limited to federal grant assurances.

**3.2.4** The Minimum Standards, Fee Schedule, Insurance Schedule and any other information relative to rentals, fees, and charges applicable to the Aeronautical Services will be made available to all existing Operators upon adoption by the Authority or as soon as is commercially practical thereafter; and to prospective commercial Operators at the time of application or during contract negotiations.

**3.2.5** An Operator shall have the right and privilege of engaging in and conducting the selected activity or activities on the Airport as specified by the written agreement, provided:

- a. The Operator's qualifications, abilities, facilities, and equipment, as appropriate, meet the Minimum Standards;
- b. A written agreement with the Operator and the Authority has been executed;
- c. The payment of the prescribed rentals, fees, and charges have been received by the Authority.

**3.2.6** The granting of a right or privilege shall not be construed in any manner as affording an Operator any exclusive right in violation of the federal grant assurances.

**3.2.7** No Lease or agreement between an Operator and the Authority shall be transferable except with prior written consent and approval of the Authority, who will review the proposed transfer pursuant to sections 3.2.2 and 3.2.3 of these Minimum Standards.

**3.2.8** Where there is a transfer of a controlling interest of an Operator to a Person outside of the management of the Operator's business, the new management must submit an application and obtain the Authority's approval as set forth in sections 3.2.2 and 3.2.3 of these Minimum Standards. The Authority may revoke the Operator's right to do business at the Airport if the Operator transfers a controlling interest to a Person outside of the management of the Operator's business without obtaining the Authority's approval pursuant to section 3.2.3 of these Minimum Standards.

**3.2.9** Before constructing any Improvement, any prospective Operator seeking to establish an FBO must provide to the Authority valid performance and payment bonds in the amount of the maximum estimated hard construction costs for the Improvement. Such bonds will be maintained and kept in full force and effect until construction is complete. The bonds shall be conditioned to ensure performance



and payment by the Operator and its construction contractor of the Improvement, and to stand as security for the successful completion of the Improvement and for payment of any valid claim by the Authority against the Operator or its contractor associated with the construction of the Improvement. The bonds shall be in a form acceptable to the Authority.

**3.2.10** Any Operator constructing an Improvement must ensure that any contractors and/or subcontractors working on the Improvement carry appropriate builders risk and commercial general liability insurance policies.

### **3.3 Specific Requirements for FBOs**

**3.3.1** Only aviation-related activities and development will be permitted on the Airport and all such activities and development must be consistent with the Airport Master Plan. Any Operator providing Aeronautical Services at the Airport must (1) pay the required fees described in these Minimum Standards and detailed in the Fee Schedule, which is incorporated herein by reference, including but not limited to fees based on parking, landing, fuel flowage, Gross Aircraft Sales Revenue and Gross Revenue; and (2) meet the requirements of at least one of the following two categories:

**a. Full-Service Fixed Base Operator (FSFBO)**

Only an FSFBO may sell aeronautical fuel at the Airport. An FSFBO must operate out of a permanent building on the Airport that is a minimum of 14,000 square feet.

**1. Required Aeronautical Services.**

An FSFBO must provide, at a minimum, the following Aeronautical Services during normal business hours and meet the requirements for each Aeronautical Service listed below:

**A. Fueling Operations and Line Services.** Every FSFBO must provide Fueling Operations and line services and must meet the requirements set forth below:

***i. Required Fuel Storage.*** Every FSFBO must lease, construct, or have exclusive use of permanent aboveground fuel storage at the Airport with a capacity to store at least 35,000 gallons of aviation fuel, a minimum of 25,000 Jet A and 10,000 Avgas, in a location approved by the Authority. Any sharing among FSFBOs of fuel storage, fueling systems, equipment, fuel, or employees is prohibited unless and only to the extent specifically approved in writing by the Authority.



Storage capacity in an FSFBO's aircraft fueling vehicles does not count towards the required 35,000 gallons.

*ii. Fuel Flowage Fee.* Every FSFBO must collect and pay to the Authority each month a fuel flowage fee. The amount of the fee will be based on the total number of gallons the FSFBO dispenses into aircraft times the fuel flowage fee rate in effect at the time the fuel is dispensed. All of an FSFBO's fuel dispensing equipment must be equipped with metering devices certified by Lake County, Indiana, that will record the number of gallons of aviation fuel dispensed.

*iii. Aircraft Fueling.* Every FSFBO must maintain, at a minimum, two aircraft fueling vehicles for Jet A, each with a capacity of at least 2,000 gallons; and one aircraft fueling vehicle with a capacity of at least 750 gallons for Avgas. All aircraft fueling vehicles dispensing Jet A must have over-the-wing and single-point servicing capability, be in good working condition, and be equipped, maintained, and operated in a manner that complies with all applicable federal, state, and local safety and fire prevention requirements, standards, and regulatory measures, including those prescribed by the NFPA and FAA Advisory Circulars 00-34 "Aircraft Ground Handling and Servicing" and 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on the Airport." Truck-to-truck refueling is prohibited.

**B. Aircraft Airframe and Engine Repair.** Every FSFBO must provide aircraft airframe and engine repair services and every Operator providing such services must meet the following requirements:

*i. FAA Certification.* The Operator must have and maintain the proper licenses and certificates, including but not limited to a 14 C.F.R. Part 145 repair station certificate issued by the FAA.

*ii. Equipment and supplies.* The Operator must provide sufficient equipment and supplies and have access to the parts necessary to perform the repairs and to recertify each aircraft being repaired as set forth in 14 C.F.R. Part 145.

*iii. FAA-certified technicians.* The Operator must employ and have on duty during the appropriate business hours not less than one individual who possesses the appropriate FAA



certificate(s) for the work being performed as set forth in this category of services.

**C. Aircraft Charter.** Every FSFBO must provide aircraft charter services and every Operator providing such services must meet the following requirements:

*i. **FAA Certification.*** The Operator must have and maintain proper licenses and certificates for performing these services, including but not limited to a current 14 C.F.R. Part 135 certificate.

*ii. **Aircraft.*** The Operator must have exclusive use of no fewer than one aircraft that meets the requirements set forth in 14 C.F.R. Part 135.

*iii. **FAA-Certified Pilot.*** The Operator must supply no fewer than one FAA-certificated commercial pilot and otherwise appropriately rated to permit the flight activity offered by the Operator.

## **2. Optional Aeronautical Services.**

An FSFBO may provide one or more of the following Aeronautical Services during normal business hours, at a minimum, provided it meets the requirements of such Aeronautical Service as listed below and provides notice to the Authority thirty days (30) days prior to offering such Aeronautical Service:

**A. Flight Training.** Every Operator providing Flight Training must meet the following requirements:

*i. **FAA Certification.*** The Operator must conduct the flight school activities under FAR Part 61 or Part 141 or as permitted under other authority. If Operator is a FAR Part 141 approved flight school, Operator must provide and display evidence of such FAA certification.

*ii. **Facilities.*** The Operator must occupy properly lighted and heated space on the Airport, appropriate for the type of work (in the Authority's discretion), including an area to conduct business and provide access to a customer lounge, telephones, and restrooms; and lease space at the Airport to locate all of the aircraft used in the operation. All





facilities must meet all applicable building and fire codes, as well as applicable federal, state, and city provisions.

- iii. ***Flight Instructors.*** The Operator must have available at least one properly trained, fully qualified, and FAA certificated flight instructor holding the appropriate ratings and medical certification for the aircraft being utilized and the flight training being provided, and at least one properly certificated ground school instructor capable of providing ground school instruction sufficient to enable a student to pass the FAA written, practical oral, and flight examinations for any pilot certificate and rating offered.
- iv. ***Aircraft and Equipment.*** The Operator must own or lease sufficient equipment to properly handle and operate each aircraft being offered for flight training, as well as ground training, including simulators. All equipment must be maintained in good condition and meet all applicable requirements set by the FAA, as may be amended from time to time.

**B. Aircraft Sales.** Every Operator providing aircraft sales must meet the following requirements:

- i. ***Licenses, Certificates, and Permits.*** The Operator must hold all valid and current licenses, certificates, and permits as may be required for the sale of new and/or used aircraft.
- ii. ***Facilities.*** The Operator must occupy properly lighted and heated space on the Airport, appropriate for the type of work (in the Authority's discretion), including an area to conduct business and provide access to a customer lounge, telephones, and restrooms; and lease space at the Airport to locate the aircraft(s) used in the operation. All facilities shall meet all applicable building and fire codes, as well as applicable federal, state, and city provisions.
- iii. ***Personnel.*** The Operator's personnel shall have the relevant experience, licenses, and all other qualifications to serve in each specific sales position. If flight demonstrations and/or aircraft checkouts are offered as part of the aircraft sales service, then the Operator will have in its employment a sufficient number of suitably



licensed and current pilots with the proper experience to demonstrate aircraft, and/or check out customers in each aircraft.

- iv. **Equipment.** The Operator must own or lease sufficient equipment to properly and efficiently handle and operate each aircraft being offered for sale.

**C. Hangar Rentals.** Every Operator providing hangar rentals must meet the following requirements:

- i. ***Licenses, Certificates, and Permits.*** The Operator must hold valid and current licenses, certificates, and permits, as may be required and applicable for the rental and/or leasing of hangar space.
- ii. ***Facilities.*** The Operator shall lease, or sublease, a sufficient amount of land to adequately accommodate hangar buildings, associated facilities, and an aircraft tie-down area with sufficient space for: (a) aircraft storage and maneuvering; (b) offices, equipment storage, and restrooms; and (c) a paved parking lot to accommodate the vehicles of tenants, customers, and employees on a daily basis. All facilities shall meet all applicable building and fire codes, as well as applicable federal, state, and city laws and regulations.
- iii. ***Personnel.*** The Operator's personnel must have the relevant experience, licenses, and all other qualifications required to serve in each specific position. The Operator shall have sufficient trained and experienced personnel for moving and storing aircraft and associated equipment safely and efficiently.
- iv. ***Equipment.*** The Operator must own or lease sufficient equipment to properly and efficiently handle and maneuver each aircraft being stored in each of the Operator's hangars.

**D. Avionics and Instrument Repair Facility.** Every Operator providing avionics and instrument repair must meet the following requirements:



- i. **FAA Certification.** The Operator must have and maintain the proper licenses and certificates, including but not limited to a 14 C.F.R. Part 145 repair station certificate issued out of the FAA Flight Standards District Office that has jurisdiction over the Airport.
- ii. **Facilities.** The Operator shall lease, or sublease, a sufficient amount of land to adequately accommodate hangar buildings, associated facilities, and an aircraft tie down area with sufficient space for: (a) aircraft storage and maneuvering; (b) offices, equipment storage, and restrooms; and (c) a paved parking lot to accommodate the vehicles of tenants, customers and employees on a daily basis. All facilities shall meet all applicable building and fire codes, as well as applicable federal, state, and city laws and regulations.
- iii. **Personnel.** The Operator's personnel must have the relevant experience, licenses, and all other qualifications required to serve in each specific position, including at least one (1) FAA certified technician to complete avionics repair and installation. The Operator shall have sufficient trained and experienced personnel for moving and storing aircraft and associated equipment safely and efficiently.
- iv. **Equipment.** The Operator must own or lease sufficient equipment to properly and efficiently repair and test avionics and instruments and to handle and maneuver each aircraft being stored in Operator's hangars.

Additionally, other commercial or non-commercial Aeronautical Activities or non-aeronautical activities may be proposed. In any such cases, minimum acceptable requirements and qualifications for such activities will be developed on a case-by-case basis and incorporated herein.

b. **Specialized Aviation Services Operator (SASO)**

An Operator that is a SASO may provide one or more Aeronautical Services other than selling fuel, which may only be done by an FSFBO. Except for Fueling Operations, a SASO may offer any Aeronautical Service described in Section 3.3.1 herein, including but not limited to aircraft airframe and engine repair, aircraft charter, flight training, aircraft sales, hangar rental, and avionics repair. SASOs must meet all the requirements contained in these Minimum Standards for the particular Aeronautical Services that the



SASO provides. The scope of services permitted will be limited to those for which the Operator submitted an application pursuant to Section 3.11.1 and which the Authority approved.

All SASOs must operate out of a permanent building at the Airport. A SASO may sub-lease space from an FSFBO.

### **3.4 Leasehold Improvements**

**3.4.1** All leasehold Improvements become the property of the Authority at the end of the Lease term.

**3.4.2** The following requirements for Improvements must be met by the Operator:

- a. Buildings** - A combination of hangar, shop, and office areas enclosed in a permanent building or buildings. The lessee's facilities must include public restrooms.
- b. Aircraft Ramp** - A paved area designed to accommodate aircraft with pavement strengths commensurate with the proposed use as consented to by the Airport Manager. Maximum gross weight shall be constructed within the leased area sufficient in size to accommodate the aircraft movements and tie-down parking needed by the Operator.
- c. Auto Parking** - Paved auto parking sufficient in area to accommodate the Operator's employee and customer needs.
- d. Utilities** - Installation of all utilities necessary for Operator's facilities and Aeronautical Services.
- e. Fencing and Security** - As necessary to prevent unauthorized individuals and vehicles from straying through the Operator's area to the aircraft operating area (AOA). Specifications for said fencing must be approved by the Airport Manager.
- f. Paved Walkways and All Points of Access** – sufficient to meet the criteria specified in the Americans with Disabilities Act (ADA).

### **3.5 Facility Maintenance**

**3.5.1** All Operators must maintain their facilities in good operating repair and appearance at all times.



**3.5.2** Operators shall be responsible for maintaining and repairing all ramps and access ways within the leased premises.

**3.5.3** FSFBOs shall have a written Spill Prevention Control and Countermeasure Plan (“SPCC Plan”) that complies with federal, state, local, and the Authority’s Rules and Regulations for aboveground fuel, glycol, and other petroleum products defined as “hazardous materials” that are stored and used at the Airport. A copy of the SPCC Plan shall be filed with the Airport Manager at least five days prior to commencing operations, and shall be updated as necessary to comply with the requirements of the U.S. Environmental Protection Agency, the Indiana Environmental Protection Agency, the Authority and other applicable governing and regulatory agencies/entities.

### **3.6 Insurance Coverage**

**3.6.1** As a condition to providing Aeronautical Services at the Airport, every Operator must carry at its own expense the minimum insurance coverage and requirements listed in the Insurance Schedule as may be updated from time to time upon reasonable notice to Operators. In addition, each Operator must have adequate insurance to replace all leasehold improvements and cover potential liabilities of the Operator’s operations.

**3.6.2** Such policies will name the following as additional insureds:

1. Gary/Chicago International Airport Authority;
2. Airport Manager; and
3. City of Gary, Indiana.

**3.6.3** All Leases and Sub-Leases will contain a clause wherein the lessee or sub-lessee, as applicable, indemnifies and holds harmless the parties listed within this article, paragraph 3.6.2 above, for any and all claims arising as a result of the lessee's and/or sub-lessee’s conduct of any operations on the Airport except to the extent that such claim may be attributed to the acts or omissions of the employees or agents of the Authority, the Airport Manager, or the City.

**3.6.4** Every Operator must provide current certificates of insurance to the Airport Manager demonstrating that the Operator is maintaining the required insurance coverage.

### **3.7 Nuisances**



**3.7.1** All Operators shall keep the sound level of their operations as low as reasonably possible, particularly during the hours of 10 p.m. to 7 a.m.

**3.7.2** Operators will endeavor to avoid and eliminate annoyances to others on or off the Airport as may be caused by noise, dust, fumes, vibrations, lighting, or other characteristics of their operations as much as possible and consistent with safe operations.

### **3.8. Sub-letting**

**3.8.1** FBOs must provide the Airport Manager with an opportunity to review each and every Sub-lease prior to the sub-lessee taking possession of the leased Premises and, if so requested, within ten (10) days of the Airport Manager's written request to review any Sub-lease.

**3.8.2** No later than December 15<sup>th</sup> of each year, each FBO must submit to the Airport Manager a list of its sub-lessees, certifying to the Authority that such list is complete and accurate, and that it has provided and will continue to provide the Airport Manager with an opportunity to review each Sub-lease entered into with the named sub-lessees.

### **3.9 Rates and Charges**

**3.9.1** The Authority establishes rates and charges and other Airport fees for the use of the Airport and for services and activities at the Airport. All Airport rates and charges shall be paid on or before the date due, as described in the Fee Schedule incorporated herein by reference. The Authority will not make changes to any rates and charges without providing written notice of the proposed changes both on its website and directly to the affected Operators at least 30 days before the proposed changes take effect.

### **3.10 Other Requirements**

**3.10.1 Ramp Vehicle.** Each FBO must ensure that it has a vehicle equipped with a 2-way radio capable of communicating with air traffic control. Said vehicle must be roadworthy under Indiana's motor vehicle laws and the top of the vehicle will have mounted at least one amber strobe or rotating beacon light in accordance with Section 4.2.3. The vehicle must be registered with the Airport Authority and have the specified levels of insurance coverage as required by the Authority. Vehicles that are used solely on the Airport and have a specialized design and perform unique operational functions (i.e. aircraft refuelers, et. al.) may operate on the Airport without a license plate when registered with the Airport Authority.



**3.10.2 Aircraft Support Equipment.** Every FSFBO must be capable of moving any type of aircraft capable of landing or taking off at the Airport under normal operations in the event said aircraft becomes disabled on any aircraft movement area (i.e. aircraft ramp, parking area, taxiway or runway), whether through the use of its own equipment or through agreement with a contractor.

**3.10.3 Trained Personnel.** Every Operator must have adequately trained staff during its business hours to sufficiently and safely perform the scope of services that the Operator has agreed to provide.

**3.10.4 Fire Extinguishers.** Every Operator must have available at least one operable FAA approved fire extinguisher on its ramp area and each FBO shall also carry one in each of their ramp vehicles. The size and other specifications of each such fire extinguisher shall be in compliance with the applicable National Fire Prevention Association (“NFPA”) Codes.

**3.10.5 Hours of Operation.** All FSFBOs must have employees on duty to provide the Operator’s fuel and line services from 7:30 AM - 5:30 PM, five days a week (the “Normal Business Hours”). Line service must be available on an on-call basis outside of Normal Business Hours. All other FBO services can be provided on an “as arranged” basis.

**3.10.6 Trash Removal.** Every Operator must provide, at the Operator’s own expense, adequate closed storage and frequent removal of trash.

**3.10.7 Airport Rules and Regulations.** All Operators agree to adhere to the rules and regulations set forth in Section 4. Said rules and regulations, as well as the Minimum Standards, shall not unduly restrict the Operator’s ability to perform its services.

**3.10.8 Quiet Enjoyment.** Each Operator agrees not to interfere with or otherwise disturb any other Operator’s quiet enjoyment of its Premises.

### **3.11 Applications for New Aeronautical Services and Improvements**

**3.11.1** In addition to any other documentation required by any other provision in these Minimum Standards, every Operator wishing to provide a new Aeronautical Service or to construct a new Improvement at the Airport must submit a complete written application to the Authority that includes the following information and any other additional information requested by the Authority:

- a. Description of proposed land use, facilities to be built, leased, or acquired, and the new Aeronautical Service(s) to be provided;



- b. The financial and technical ability of the applicant to implement and then to carry out the new Aeronautical Service(s) proposed;
- c. The names and qualifications of key personnel to be involved in providing such proposed Aeronautical Service(s);
- d. Evidence that it can meet the Minimum Standards for the Aeronautical Service to be provided.
- e. The tools, equipment, services, and inventory, if any, proposed to be furnished in connection with such Aeronautical Service(s);
- f. Layout Site Plan of proposed Improvement(s) including utilities, drainage, and landscaping;
- g. Designated Professional Engineer that the Operator will use to design the Improvement(s);
- h. Proposed construction schedule for the Improvement(s);
- i. Insurance coverage to be maintained;
- j. Cost of any structure or facility to be furnished, proposed specifications for same, including exterior color and finish, and the means or method of financing such construction or acquisition of facilities;
- k. Details of construction equipment to be used; and
- l. Number of persons the applicant will employ to provide the new Aeronautical Service(s).
- m. The applicant will be required to secure and show that all necessary permits have been obtained.

**3.11.2** The Operator submitting an application to construct a new Improvement on leased premises or alter existing or future structures must also comply with the notification and review requirements in FAR Part 77 as may be required when constructing a new Improvement.

**3.11.3** The Operator submitting the application must also prepare and submit to the FAA an FAA Form 7460-1, Notice of Proposed Construction or Alteration, or Form 7460-2, Notice of Actual Construction or Alteration, as applicable, no less than 60 days before the date that the Operator intends to start constructing the Improvement. In cases where FAA notification and approval are required, no construction shall commence until the FAA has approved the Operator's submission and the Operator has provided the Authority with the FAA's approval.

### **3.12 Airport Access and Security**

**3.12.1** All Operators shall comply with written Airport access and security standards established and required by the Authority, FAA, TSA, or other governmental entity.

**3.12.2** FBOs shall be entitled to Airport access for all employees via gate key or access code and will maintain a roster of all employees with access to the Airport Operations Area and ensure that all employees follow published driving rules.





These entities shall be exempt from gate key deposits but will be responsible for the replacement cost of lost or damaged gate keys. It shall be the sole responsibility of the Operator to notify the Authority of the separation of any employee and to retrieve from such employee any gate key or other access device previously in their possession. The Airport Manager shall be entitled to audit the roster of employees with access to the airfield at any time.

### **3.13 Revocation and Suspension**

**3.13.1** The Authority may suspend or revoke an Operator's right to perform Aeronautical Services at the Airport if the Operator (1) fails to comply with any provision in these Minimum Standards or in the rules and regulations contained in Section 4; (2) fails to pay any required fee or charge; or (3) knowingly makes a false statement in an application or other written statement of fact to the Authority. The Authority reserves the right to suspend an Operator's right to perform Aeronautical Services at the Airport in the event of an immediate safety or security risk.

**3.13.2** Before suspending or revoking any Operator's right to perform Aeronautical Services at the Airport, the Authority must send written notice of the noncompliance to the Operator and give the Operator thirty (30) days to cure its noncompliance. However, in the event of a critical breach of these Minimum Standards or in the event of an immediate safety or security risk, the Authority may suspend the Operator's right to provide Aeronautical Services at the Airport without any prior written notification or cure period.

**3.13.3** Upon suspension, the Operator may not perform any further services at the Airport until its noncompliance is fully cured to the reasonable satisfaction of the Authority (or Airport Manager).

**3.13.4** Before revoking an Operator's right to perform Aeronautical Services at the Airport, the Authority must provide the Operator with written notice of the grounds for revocation and an opportunity to respond not less than 30 days after receiving the written notice. Furthermore, all decisions to revoke an Operator's right to perform Aeronautical Services must be made by a vote of the Authority's board and only after the Operator has had an opportunity to address the Authority's board in public session.

### **3.14 Amendments and Waivers to the Minimum Standards**

**3.14.1** The Authority, in its discretion, may amend these Minimum Standards from time to time, or establish Minimum Standards for additional Aeronautical Services. All amendments must be consistent with the grant assurances that the Authority made to the federal government and all applicable federal, state, and local laws and regulations.



- 3.14.2** Any proposed amendments to the Minimum Standards must be submitted in writing to either the Authority or the Airport Manager.
- 3.14.3** All amendments to the Minimum Standards must be approved by a vote of the Authority's board. At least 30 days before voting on any amendments to the Minimum Standards, the Authority must give written notice to all Operators of the proposed amendments to the Minimum Standards. The Authority will keep track of all changes to these Minimum Standards on the "Record of Document Updates" contained on the second page of this document.
- 3.14.4** The Authority will give all affected Operators a reasonable time to comply with any amendment to the Minimum Standards.
- 3.14.5** The Authority may waive all or a portion of these Minimum Standards in times of emergency. Such times of emergency include, but are not limited to: (1) performing emergency medical or rescue service for the general public by means of aircraft; (2) fire prevention or firefighting operations; or (3) police enforcement or safety operations.
- 3.14.6** If a requirement or standard is unreasonable or reasonably anticipated to adversely affect an Operator's business, the Operator may request that the requirement or standard be waived. The request must be in writing and made to the Airport Manager. Such request will be reviewed by the Airport Manager who shall provide a recommendation to the Authority's board.
- 3.14.7** The Authority's board may consider and approve a waiver of these Minimum Standards for the benefit of the aviation community or the Airport. All waivers must be consistent with the grant assurances that the Authority made to the federal government, and must be accompanied by a written justification by the Authority's board explaining the waiver. All waivers will not be unjustly discriminatory or create any type of exclusive right and will take into consideration similarly situated Operators. The Authority may not waive any portion of the Minimum Standards for one particular Operator only, but must make the waiver applicable to all similarly-situated Operators.

### **3.15 Severability**

- 3.15.1** If any provision of these Minimum Standards is held illegal or unenforceable in a judicial or administrative proceeding, such provision shall be severed and be inoperative, but the remaining provisions shall remain binding and in effect.



## 4. Rules and Regulations

### 4.1 General

- 4.1.1 No Person shall carry any weapons, explosives, or flammable material on the Airport except those authorized by existing laws or Airport regulations.
- 4.1.2 No Person, other than personnel authorized by the Authority or Airport Manager, shall enter the field or the restricted areas. No Person shall travel on the Airport other than on the roads, walks, or places provided.
- 4.1.3. Any Persons involved in an accident on Airport property must make a full report to the Airport Manager as soon after the accident as possible. The report must include a detailed description of the accident, any photographs taken, and the names and addresses of all involved. This report shall not relieve any Operator from complying with provisions of Indiana law pertaining to accident reporting.

### 4.2 Motor Vehicles

- 4.2.1 No Person may operate any motor vehicle on the public area of the Airport except in accordance with Indiana law and rules prescribed by the Authority and any other applicable laws for the control of such vehicles.
- 4.2.2 No Person, other than personnel authorized by the Authority, may operate any motor vehicle on the Airport Operations Area, including ramps and aprons.
- 4.2.3 Only Airport-authorized motor vehicles may be driven on the Airport's runways and taxiways without an escort. Such automobiles and other motor vehicles must have in operation a flashing beacon mounted so as to be visible in a 360-degree radius at a minimum of 500 feet in all conditions and driven by a qualified individual.
- 4.2.4 Unregistered and/or uninsured vehicles are prohibited on the airfield.
- 4.2.5 All vehicle operators must comply with the provisions as set forth within the Airport's Driving Rules.
- 4.2.6 Taxiing aircraft shall have the right of way over all ground vehicles.
- 4.2.7 No vehicles or trailers may be stored on the airfield without prior written permission from the Authority.

### 4.3. Aircraft



- 4.3.1** Aircraft operators shall not perform warm-up or prolonged engine test operations in any area that would result in a hazard or inconvenience to other aircraft, Persons, or property and any such work may only be performed in those areas specified by the Authority.
- 4.3.2** FBOs will provide to the Authority, on an annual basis and no later than December 1<sup>st</sup> of each year, a list of all aircraft that the FBO will store in its hangars at the Airport. The owners of all aircraft not included on such an FBO registration list, will register their aircraft with the Airport Manager's office prior to beginning operation. Any change in ownership will require a change in registration.
- 4.3.3** Aircraft maintenance activities conducted in the T-hangars or tie-down areas will be confined to those activities allowable under existing FARs for the owner/pilot to perform. Under no circumstances will maintenance be performed in ramp parking areas.
- 4.3.4** All rental aircraft will be provided by an FBO only. A Flying Club, as defined in Section 2.11 of the Minimum Standards, shall not be considered to be renting aircraft, provided that such Flying Club maintains its not-for-profit status and otherwise acts in accordance with said Section 2.11.
- 4.3.5** Any Person damaging any runway, taxiway, or ramp light fixture by any means shall report the damage to the Airport Manager immediately.
- 4.3.6** No aircraft shall land, take off, or taxi in areas other than those authorized by the Airport Manager.
- 4.3.7** No Person shall use flammable volatile liquids having a flash point of less than 110 degrees Fahrenheit in the cleaning of aircraft, aircraft engines, propellers, appliances, or for any other purpose, unless such operations are in open air or in a room specifically set aside for that purpose. The room must be properly fireproofed and equipped with adequate and readily accessible fire extinguishing apparatus. If in the open, the clearing activity must be performed at least 200 feet from any hangar, building, aircraft, or other vehicle.
- 4.3.8** No Person shall keep or store any flammable liquids, gasses, signal flares, or other similar material in the hangars or in any other building on the Airport except that such materials may be kept in an aircraft or aircraft fueling vehicle for such purpose, or in rooms or areas specifically approved for such storage.
- 4.3.9** Only the amount of lubricating oil necessary for one aircraft oil change will be kept in T-hangars.



**4.3.10** No Person will keep or store waste oils in T-hangars. Waste oils will not be poured on the ground. The Airport Manager will designate a safe and environmentally sound location where disposal of such waste oils can be handled by Operators at the Airport.

**4.3.11** Only airworthy aircraft conforming to its type design and in a condition for safe operation may be stored in tie-downs or ramp storage areas.

#### **4.4 General Safety Practices**

**4.4.1** Operators shall provide suitable metal containers for the storage of waste, rags, or other materials. Operators may contract with other agencies or Persons for the removal of this material subject to the approval of the Airport Manager.

**4.4.2** No Person shall conduct open flame operations in any hangar or on the Airport except as approved by the Airport Manager and in compliance with applicable state, local, or NFPA rules or requirements for open flames.

**4.4.3** No Person shall smoke, whether e-cigarettes, tobacco, or any other substance, on the Airport's apron, in any hangar or shop, service station area, gasoline storage area, or in any building, room, or place on the Airport where smoking is specifically prohibited by the Airport Manager.

**4.4.4** "Doping" processes shall be conducted only in properly designated, fireproofed and ventilated rooms or buildings in which all illumination, wiring, heating, ventilation equipment, switches, outlets, and fixtures are explosive proof, spark proof and vapor proof, and all windows and doors open easily. No Person shall enter or work in a "dope" room while doping processes are being conducted unless spark proof shoes are worn.

**4.4.5** All Persons, Aviation Service Providers, and tenants will adhere to all fire regulations in effect, and will keep and maintain an adequate number of fire extinguishers of an approved type. All Persons, Aviation Service Providers, and tenants shall instruct employees in the proper use of such equipment.

#### **4.5 Fueling and Defueling**

**4.5.1** No aircraft shall be fueled or defueled while such aircraft is in a hangar or enclosed space.

**4.5.2** No aircraft shall be fueled or defueled while the engine is running or being warmed by the application of exterior heat, with the following exception:



Rotorcraft powered by a turbine engine utilizing only jet fuel that is loaded into the rotorcraft via fueling ports located below the engine(s) may be fueled while the engine(s) is running provided that no passengers are on board, an appropriately licensed pilot knowledgeable with respect to fueling procedures under such conditions is at the controls of the rotorcraft, and the fueling is performed by ground personnel who are knowledgeable with respect to fueling procedures under such conditions.

- 4.5.3** No Person shall smoke within 100 feet of an aircraft being fueled or defueled.
- 4.5.4** No Person shall operate any cell phone, radio or electrical appliances during fueling or defueling.
- 4.5.5** During fueling operations, the aircraft and fuel dispensing apparatus will both be grounded to a point of zero electrical potential.
- 4.5.6** No Person shall use any article or material during fueling or defueling which is likely to cause a spark or be a source of ignition.
- 4.5.7** Adequate fire extinguishers shall be within ready reach of all individuals engaged in fueling or defueling aircraft.
- 4.5.8** No Person shall start the engine of any aircraft when there is any fuel on the ground under such aircraft.
- 4.5.9** Fueling hoses and equipment will be maintained in a safe, sound, and non-leaded condition.
- 4.5.10** All Persons authorized to conduct fueling operations at the Airport shall maintain accurate records of all fuel received and dispensed. Each month, a Person authorized to conduct Fueling Operations shall submit to the Authority a copy of the original report received from the Person's fuel supplier showing the amount of fuel delivered, regardless of amount.
- 4.5.11** All Persons authorized to conduct Fueling Operations shall allow the Authority or an independent certified public accountant selected by the Authority to inspect, review and audit the records of fueling operations at any reasonable time.
- 4.5.12** Each month, every Person authorized to conduct Fueling Operations shall submit a reconciled inventory report of fuel to the Authority upon which monthly fuel flowage fees will be calculated.
- 4.5.13** Every Person conducting fueling operations must develop and maintain Standard Operating Procedures ("SOP") for aircraft fueling and ground handling operations



and must ensure compliance with standards set forth in FAA Advisory Circular 00-34 "Aircraft Ground Handling and Servicing." The SOP shall address bonding and fire protection, public protection, control of access to the fueling system, and marking and labeling of fuel storage tanks and fuel dispensing equipment. The SOP must be submitted to the Authority upon request.

**4.5.14** All Persons conducting fueling operations must be trained in safe and proper fueling procedure, including the handling, dispensing, and storage of fuel. Training must be completed and updated in accordance with FAA Advisory Circular 150/5230. All training programs must be FAA approved. Training records for all employees must be maintained by the FSFBO and provided to the Authority upon request.

**4.5.15** Self-service fueling stations are prohibited.

## **4.6 Fuel Farms**

**4.6.1** Each FSBO or other authorized user will be responsible for maintaining its respective Fuel Farm beginning on the date when such user receives a copy of a site drawing from the Authority, prepared by the Authority's engineer, designating the location and dimensions of its Fuel Farm.

**4.6.2** All FSFBOs will be responsible for the maintenance, safe operations and security of their respective Fuel Farm and its surrounding area. Any violations or deviations, per the NFPA or ATA 103, that may affect the normal operations of the Fuel Farm, will be assessed an immediate fine and/or written warning issued by the Authority. Unsafe operations of the Fuel Farm will result in loss of right to use the Fuel Farm.

**4.6.3** At no time will fuel carriers be left unattended or alone when offloading fuel into any of the storage tanks. A representative of the FSFBO must be at the site of the offload to monitor and ensure safe offloading practices are being met per the ATA 103. If there is not a representative of the FSFBO present, offloading of fuel into any storage tanks will not commence for any reason. Violating this policy will result in a loss of the right to use the Fuel Farm.

**4.6.4** All sumped fuel must be reclaimed using the appropriate reclamation process provided at each storage tank. At no time will sumped fuel be dumped or disposed of other than being reclaimed unless there is a proper storage unit for the sumped fuel. No fuel will be poured into the Oil Water Separator or surrounding grass or rock area for disposal.

**4.6.5** All users of a Fuel Farm, including but not limited to FSFBOs, are responsible for the upkeep, maintenance, and security of their respective Fuel Farm. This includes daily inspections, quarterly inspections, filter replacements, pump repairs, and



associated maintenance repairs relating to the safe operations of such Fuel Farm. Any abuse or neglect will result in the repair costs being charged to the respective FSFBO or other user for payment to the Airport Authority.

#### **4.7 Fees**

**4.7.1** Based on the rate stated in the Fee Schedule, all aircraft arriving at the Airport will be assessed a landing fee and, if parking on the Airport's public use ramp, a parking fee. All aircraft includes, but is not limited to, aircraft operated by Based Tenants, transients, and out of state agencies, with the exception of aircraft operated by Based Tenants and weighing less than 12,500 lbs. FBOs cannot for any reason waive landings fees or parking fees on the Airport's public use ramp for transient or Based Tenants.

**4.7.2** It is the responsibility of the FBOs to collect, report, and remit landing and parking fees to the Authority. FBOs shall ensure the appropriate landing and parking fees are assessed daily. Notwithstanding the requirements under Section 4.7.4 below, FBOs shall submit to the Authority within ten (10) days at the end of each quarter both the fees due for the respective quarter and a detailed statement showing the landing and parking fees collected.

**4.7.3** Operators are responsible for maintaining detailed recordkeeping in accordance with generally accepted accounting principles and for reporting all required fees to the Authority, as applicable, including but not limited to landing fees, parking fees, fuel flowage fees, Gross Revenue fees and Gross Aircraft Sales Revenue fees, as such fees are described in the Fee Schedule incorporated herein by reference. Supplemental Fee Credits, if any, will be deducted from the Gross Revenue fee due and owing to the Authority. Any deviations from the requirement of collecting, reporting, and submitting the required fees, as described herein and in the Fee Schedule, will be considered a breach of the Minimum Standards.

**4.7.4** By the 10<sup>th</sup> day of each month, every Operator required to pay a monthly fee shall submit a report to the Authority showing the amount of and basis upon which such monthly fee was calculated, with respect to activity in the previous month.

**4.7.5** All Operator records related to fees due to the Authority are subject to inspection by the Authority and audit, and Operators shall allow the Authority or an independent certified public accountant selected by the Authority to inspect, review and audit Operator records at any reasonable time. In the event that an audit by the Authority reveals a failure of an Operator to pay any portion of the required fees, then such Operator shall be responsible for all costs associated with the Authority's audit.

#### **4.8 Disabled Aircraft Recovery**





**4.8.1** Each FSFBO and Based Tenant must present a Disabled Aircraft Recovery Plan to the Airport Authority. This Recovery Plan will address recovery of aircraft that has been disabled due to mechanical failure, pilot error, or catastrophic failure. In the event there is an aircraft blocking any runway, taxiway, or ramp position, the FSFBO or based tenant must remove the aircraft from these areas so as to not disrupt air traffic on the Airport or in the air.

**4.8.2** In the event of a disabled aircraft, it is the responsibility of the FSFBO or Based Tenant to supply, or obtain by agreement, the aircraft removal support equipment to remove the aircraft from the runway, ramp or taxiway areas.

#### **4.9 Aircraft Special Operation Services**

**4.9.1** Services considered to be special operations services also include disassembling or assembling aircraft on Airport common use areas. No aircraft will be disassembled or assembled in any common use areas on Airport property or inside the Airport Operations Area (AOA) without prior authorization from the Authority. Any disassembling or assembling of aircraft without Authority approval will be considered a breach of Minimum Standards. Fees and/or fines may be assessed to the service company or based tenant. Parking fees, environmental cleanup, and disposal fees may be assessed to the FBO or tenant.

#### **4.10 NOTAMs**

**4.10.1** The Airport Manager is authorized to issue and post operating procedures and advisories as NOTAMs that he/she deems necessary in the public interest to ensure safety of operations and to mitigate undesirable environmental impacts due to Airport operations.

