

**AKRON-FULTON
INTERNATIONAL AIRPORT
MINIMUM STANDARDS
FOR
AERONAUTICAL SERVICES OR ACTIVITIES**

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TABLE OF CONTENTS

CHAPTER ONE: GENERAL PROVISIONS 4
SECTION I PURPOSE..... 4
SECTION II DEFINITIONS 4
CHAPTER TWO: AIRPORT OPERATORS, TENANTS AND MINIMUM STANDARDS 7
SECTION I AUTHORIZATION TO OPERATE AT THE AIRPORT..... 7
SECTION II PROCESS FOR BECOMING AUTHORIZED..... 7
SECTION III FIXED BASE OPERATORS (FBOs) – GENERAL REQUIREMENTS 7
SECTION IV FBOs - REQUIRED SERVICES, PERSONNEL, AND FACILITIES..... 9
SECTION V SPECIALIZED AVIATION SERVICE OPERATOR (SASO) – GENERAL REQUIREMENTS 12
SECTION VI REQUIRED MINIMUM STANDARDS FOR FBO OR SASO AERONAUTICAL SERVICES..... 13
SECTION VII OVERALL FUELING STANDARDS APPLICABLE TO FBOs, SASOs, AND OTHERS 20
SECTION VIII REQUIREMENTS FOR SUB-LESSEES CONDUCTING AERONAUTICAL ACTIVITIES..... 22
SECTION IX AIRPORT PERMITS 22
SECTION X APPLICATION PROCESS..... 23
SECTION XI ACTION ON APPLICATION 24
SECTION XII AIRPORT LEASE AGREEMENTS NON-TRANSFERABLE..... 26
SECTION XIII REFUSE 27
SECTION XIV APPROVAL OF CONSTRUCTION..... 27
SECTION XV AIRPORT OPERATIONS AREAS (AOAs)..... 27
SECTION XVI WAIVER OF CHAPTER TWO PROVISIONS 27
SECTION XVII INTERPRETATION AND ENFORCEMENT 28
SECTION XVIII DISPUTE RESOLUTION PROCESS 28
SECTION XIX REPAIR, RESTORATION, REPLACEMENT..... 28
SECTION XX EFFECT ON EXISTING LEASES 28
SECTION XXI PIONEERS 29
CHAPTER THREE: INSURANCE REQUIREMENTS 30
SECTION I TYPICAL REQUIREMENTS 30
CHAPTER FOUR: AIRPORT MASTER PLAN 34
SECTION I FBO, SASO OR PERMITTEE APPROVAL NOT REQUIRED..... 34
APPENDIX A: Lease Space Requirements Table 35
APPENDIX B: Minimum Insurance Requirements Table 36
APPENDIX C: Airport Layout Map 37
APPENDIX D: Applications for Leases and Permits 38

CHAPTER ONE GENERAL PROVISIONS

Section I Purpose

The Minimum Operating Standards contained in this document (Minimum Standards) have been developed to provide the minimum threshold requirements for any person or entity desiring to provide aeronautical services to the public at Akron-Fulton International Airport (Airport). More extensive facilities, services, and other basis of operation are preferred. The Minimum Standards are intended to be reasonable and non-discriminatory, and establish required basic standards for all aeronautical activities on the Airport, but only to the extent that they do not constitute the granting of an exclusive right under Federal Aviation Administration (FAA) guidelines.

These Minimum Standards have been designed to ensure that the flying public and general aviation community are afforded an adequate level of aviation services when using the Airport, while preventing aeronautical services or activities from being offered on the Airport without the knowledge and consent of the Airport.

It is also the intent of these Minimum Standards to fulfill the FAA's "Assurances—Airport Sponsors" that are imposed on airports as a condition of receiving federal funds. In addition to prohibiting federally funded airports from the granting of an exclusive right, economic discrimination and various other requirements, these assurances also mandate that airports maintain a fee and rental structure for facilities and services that will make the Airport as self-sustaining as possible. Therefore, rights of tenants are balanced with the business obligation of the Airport.

In addition to the Minimum Standards, the Airport has a schedule of rental and operational fees and charges applicable to the aeronautical services described below. Before commencing any business on the Airport, an FBO or SASO (as defined below) must 1) demonstrate the ability to meet the Minimum Standards, 2) sign a lease, and 3) agree to pay prescribed rents, fees, and charges.

Section II Definitions

The following words and terms shall have the meaning indicated below, unless the context clearly requires otherwise:

- A. "Aeronautical Activities" means any activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations. Aeronautical activities include, but are not limited to: air taxi and charter flight operations, pilot training, flying clubs, aircraft rental, aircraft hangar leasing, sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which directly relate to the operation of aircraft. In contrast, examples which are not "Aeronautical Activities" include: ground transportation (taxis, car rentals, limousine service, etc.), restaurants, and auto parking lots.

- B. “Airport Manager” means the designated person appointed by the Sponsor to provide day-to-day management of the Airport located at 1600 Triplett Blvd Akron, Ohio 44306 and to authorize certain actions on behalf of the Airport and the Sponsor.
- C. "Airport Operation Areas" (AOA) means certain areas of the Airport infrastructure used for the parking, storage, and movement of aircraft as part of a dedicated runway, ramp, and taxiway system or for the protection of that aircraft movement area.
- D. “Airport Permit” means a permit issued by the Airport authorizing an individual or entity to engage in special aeronautical activities not otherwise covered by a lease.
- E. “Approved Airport Layout Plan (ALP)” means a fully executed plan, as amended from time to time, that includes approval signatures from the FAA and the Airport showing boundaries and proposed additions to all areas owned or controlled by the Airport for Airport purposes, the location and nature of existing and proposed Airport facilities and structures, and the location on the Airport for existing and proposed non-aviation areas and improvements thereon.
- F. “Development Guidelines” means the Development Guidelines document as revised and updated from time to time as provided by the Airport.
- G. "Employee" means a person who is on the payroll of an aircraft owner or Airport business and, as such, the owner or business must comply with all applicable labor laws including Workers’ Compensation, Social Security, etc., for that employee.
- H. “Exclusive Right” means the granting of a right to provide an aeronautical service at a federally funded airport subject to FAA Advisory Circular 150/5190-5 that, either intentionally or by overly restrictive requirements or minimum standards, acts to prohibit a competitor from providing that service.
- I. "FAR" means Federal Aviation Regulation.
- J. "FBO" means a Fixed Base Operator that provides, at a minimum, retail fuel, aircraft maintenance, and hangar storage services to the public (as well as, fee collection for the Airport, when necessary) and is duly authorized by a Lease Agreement.
- K. “Independent Flight Instructor” means a free-lance flight instructor engaged in commercial flight instruction in an aircraft owner’s or tenant’s aircraft.
- L. "IFR" means Instrument Flight Rules, which govern the procedures for conducting instrument flight.
- M. “Lease Agreement” means a written lease with the Sponsor to operate on the Airport.
- N. "MSL" means an altitude expressed in feet measured from Mean Sea Level.

- O. "NFPA" means the National Fire Protection Association.
- P. "Normal Business Hours" means 9:00 AM to 5:00 PM Monday through Friday, except public holidays, each week of the year.
- Q. "NOTAM" means a "Notice to Airmen" as published by the FAA or Airport.
- R. "Permittee" refers to an individual or entity providing an aeronautical service on the Airport and operating under the authority of an Airport Permit issued by the Airport at the Airport's discretion.
- S. "Proprietary Aeronautical Activity" means an activity, as prescribed by FAA Advisory Circular 150/5190-5 (Exclusive Rights at Airports), in which the Airport may engage while denying others the right to engage in the same activity.
- T. "SASO" refers to a Specialized Aviation Service Operator that is authorized to provide a single or limited multiple services under a Lease Agreement and does not meet the requirements for an FBO. Examples of a SASO include, but are not limited to, the following aeronautical activities: aircraft maintenance, avionics maintenance, Part 135 air charter, flight training, aircraft rental, aircraft sales and storage.
- U. "Security Plan" means the security plan documents as revised and updated from time to time as provided by the Airport. These include the requirements for access to the AOA and those of the Transportation Security Administration.
- V. "Sponsor" means the City of Akron, Ohio

CHAPTER TWO

AIRPORT OPERATORS, TENANTS, AND MINIMUM STANDARDS

Section I Authorization to Operate at the Airport

To operate at the Airport, an FBO, SASO, or Permittee shall:

- A. Meet all applicable requirements of these Minimum Standards.
- B. Obtain authorization and accept, be bound by, comply with, and conduct operations in accordance with all terms and conditions of a Lease Agreement or Airport Permit.
- C. Construct, obtain, or arrange for sufficient facilities and/or operations space to conduct the level of aeronautical activity proposed. Training or business activities shall not be conducted in the leased space of an FBO or SASO, without written approval of the Airport and/or an agreement with an FBO or SASO.
- D. Obtain and comply with all requirements for appropriate licenses or certificates, or conform to a deadline acceptable to the Airport for meeting such requirements, from any Federal, State, and/or local governmental authority to conduct the aeronautical activity.
- E. Demonstrate to the satisfaction of the Airport proof of required insurance coverage as specified in a Lease Agreement or Airport Permit.

Section II Process for Becoming Authorized

There are generally three ways to obtain authorization to provide aeronautical services at the Airport:

- A. Unsolicited Aeronautical Services – A prospective FBO or SASO intending to operate at the Airport must submit an application for review by the Sponsor as set forth in these Minimum Standards. Such application shall, at a minimum, contain the type of information present in Section VIII. If approved, the operator will then enter into a written Lease Agreement with the Sponsor.
- B. Airport-Solicited Aeronautical Services - If the Airport desires to obtain the services of an FBO or SASO to operate from existing facilities or available land, the FBO or SASO will be selected through a competitive Request for Proposals (RFP) or Invitation for Bids process as solicited and determined by the Sponsor. The selected FBO or SASO will then enter into a Lease Agreement with the Airport as approved by the Sponsor.
- C. Existing Contract – Tenants with leases that have an existing contract with the Airport will be entitled to continue until: 1) the contract expires, 2) the Lessee desires to assign the contract, or 3) major facility changes are necessary.

Section III Fixed Base Operators (FBOs) – General Requirements

- A. To qualify as an FBO, an operator must offer, at a minimum, retail fuel services, aircraft servicing capabilities, hangar space and, as necessary, collect fees for the Airport. Except for FAA-authorized proprietary aeronautical rights as may be exercised by the Airport, only an FBO shall have the authority to provide retail aviation fuel sales under these Minimum Standards.
- B. FBOs are required to maintain an office at the Airport and provide retail services to the public from 6:00 a.m. to 11:00 p.m. daily, including weekends and holidays. Such office shall be the operator's office or place of business on the Airport. Only one office shall be required of each FBO. No FBO, its employees, agents, officers, or other persons connected with the business shall use the office area or other facilities of any other FBO without consent of said FBO and the Sponsor.
- C. Each FBO shall agree to be bound by, comply with, and conduct its business operations in accordance with all Airport rules and regulations, including but not limited to the Development Guidelines and Security Plan as well as FAA and EPA regulations.
- D. Unless otherwise provided in a Lease Agreement, the FBO shall, at its own expense, provide, construct, install, equip and maintain all utilities, buildings, structures, ramps, tie-down area, taxiways, automobile parking lots, fences and all other facilities and improvements requested or approved by the Sponsor for the FBO to carry on the activities or services authorized by the Sponsor.
- E. Unless otherwise provided by the Sponsor, all operations of the FBO shall be conducted in an area of sufficient size, but not less than three acres to accommodate all services for which the operator is approved. The leased space will be proportioned appropriately between parking, building, and aircraft ramp space to best accommodate all approved services, with a hangar area of at least 15,000 square feet. The FBO shall conduct its business operations strictly within the areas assigned it by the Sponsor and its operations shall not in any way interfere with the operations of the other FBOs, agencies, or other businesses operating on the Airport; the use of the Airport by the general public; or with any common-use areas. The FBO shall not use any common-use areas except as authorized by the Sponsor.
- F. The FBO shall arrange for the lawful, sanitary handling and timely disposal, away from the Airport, of all trash, waste, and other materials including, but not limited to, used oil, solvents, and other waste. The piling and storage of crates, boxes, barrels, and other containers shall not be permitted within the leased premises. Any trash or waste from any international flight shall be handled as required by the appropriate Federal Agency. This also includes the proper disposal of fuel spill clean-up materials.
- G. Each FBO shall provide all services on a fair, reasonable, and not unjustly discriminatory basis to all users thereof.
- H. Each FBO shall charge prices for all products and services that are fair, reasonable and not unjustly discriminatory, with the exception that the FBO may be allowed to offer reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

- I. Each FBO shall post and/or have available for public inspection a complete list of all retail prices charged for their products and services.

Section IV FBOs - Required Services, Personnel, and Facilities

Except as otherwise provided in any agreement between an FBO and the Sponsor, an FBO at the Airport shall provide all of the facilities, services, products, and equipment required under these Minimum Standards including:¹

- A. Sufficient space on the Airport to accommodate the aircraft fuel servicing area, aircraft fueling and line servicing equipment, and adequate space to accommodate the flow of traffic in and out of the service area. The FBO shall provide an office and a waiting area for customers, which shall have separate restrooms for men and women, or access thereto. These spaces shall be proportioned appropriately for the operator's specific functions on a leased parcel of no less than two acres with a hangar of at least 15,000 square feet.
- B. Adequate aircraft ramp parking or access to public use ramp area. This ramp area shall be adequate to handle all approved services and functions as detailed in each FBOs Lease Agreement.
- C. Sufficient qualified and trained personnel shall be on duty for fueling at least from 6:00 a.m. to 11:00 p.m. every day of the year unless a deviation is approved in writing by the Sponsor. The aviation fueling supervisor shall have attended an FAA approved fueling school that meets the requirements of FAR Part 139.321(b)(6).
- D. Proper equipment for towing aircraft up to 41,000 pounds, inflating aircraft tires, washing aircraft windscreens, and recharging aircraft batteries.
- E. Personnel for airport fee collection, if requested by the Sponsor. At the request of the Sponsor, the FBO shall be responsible for the collection of fees, including but not limited to landing, parking, storage, ramp, cargo, fuel, vehicle access, noise surcharge or other fees and charges, as determined by and imposed by the Sponsor. The FBO may be entitled to payment, reimbursement or sharing of the fees as determined by the Sponsor in writing, in its sole and absolute discretion.
- F. Automobile parking for customers and employees, if adequate parking is not already available for public use.
- G. A separate area, or access thereto, sufficient for flight planning with appropriate seating, work areas, communication facilities, directories and all items necessary for complete flight planning separate from other public areas.

¹ Any floor space requirements specified in the Minimum Standard for the service(s) being provided do not include restrooms, telephone area or circulation space. The use of temporary buildings or structures such as mobile homes or trailers for short-term use may be permissible with the Sponsor's approval.

H. Requirements for FBO Fuel Sales

1. An FBO must offer appropriate grades of aviation fuel including:
 - a. 100 Octane Low Lead
 - b. Turbine Fuel (JET-A)
 - c. An adequate inventory of generally accepted grades of aviation engine oil and lubricants.
2. General fueling equipment requirements
 - a. All fuel systems shall have a means for quickly and completely stopping fuel flow in the event of an emergency.
 - b. An adequate supply of properly located and functioning fire extinguishers, and other precautions and/or equipment, shall be provided as required by the Airport and/or NFPA fire codes.
 - c. All fuel pumps, meters, hoses, nozzles, fire extinguishers and grounding devices shall be UL approved, where applicable, and shall be kept in first class condition at all times.
 - d. All fuel pumps shall be powered and the flow shall be controlled by a “deadman” flow control in the nozzle. Pouring or gravity flow shall not be permitted.
 - e. Adequate bonding (grounding) wires must be provided and continuously inspected and maintained for use during any fueling operation in order to eliminate the hazards of static electricity.
 - f. All personnel shall be trained for the type of fuel system or equipment used to the fuel supplier’s standard and in accordance to FAA AC 150/5230-4B
3. Fueling Rights
Each FBO shall have the right to compete with other FBOs for fuel service business and the right to enter into a formal contract fueling arrangements to provide contract fueling services. Each FBO shall be assigned an area in which they alone may service transient aircraft traffic. Normally this area would be on the leased ramp.
4. Personnel Requirements
 - a. At least one qualified fuel service employee shall be on call during all other hours.
 - b. In accordance with all applicable laws and regulations and appropriate industry-wide practices, each FBO shall develop and maintain Standard Operating Procedures (SOP) for fueling operations. The SOP should include a training plan with appropriate records, performance of fuel quality assurance test, equipment maintenance records, and emergency response procedures to fuel fires and spills.

The SOP should also cover: 1) grounding and fire protection, 2) public protection, 3) control of access to storage areas, and 4) marking and labeling storage tanks and tank trucks, with identification of specific types and fuel octane designations. The SOP must be submitted no later than 60 days after the FBO commences service. Quarterly inspections will be conducted by the Airport to ensure compliance.

- c. All fuel service personnel shall be suitably uniformed and identified with the name of the company providing the service.

5. Fuel Storage Tanks

- a. Minimum above ground storage tank capacity shall be 10,000 gallons for Jet A fuel sales and 5,000 gallons for Avgas or access thereto.
- b. All aircraft fuel storage tanks shall be located in an area designated by the Sponsor and shall comply with the National Fire Protection Association (NFPA) rules and regulations and all applicable regulations and commonly accepted industry standards.
- c. The FBO shall be responsible for all costs associated with the planning, engineering, installation, permitting, maintenance, insurance, and operation of the fuel tanks.
- d. The FBO shall provide and/or maintain safe fuel storage tanks and adequate bulk handling of the fuel in conformance with all federal, state, and local regulations and ordinances, and NFPA fire codes pertaining to safe storage and handling of fuel.
- e. All fuel storage tanks must include adequate fuel spill prevention features, containment capabilities, and/or equipment, and the FBO must maintain an approved Spill Prevention Countermeasures and Control (SPCC) plan, as applicable.
- f. All existing underground fuel storage tanks must be registered with the Ohio Department of Commerce and participate in the Petroleum Underground Storage Tank Compensation Board insurance program. Proof of participation must be submitted annually for continued use of the underground tanks.

6. Mobile Fueling Equipment

- a. Mobile fueling equipment shall be adequate for the required fuel services offered, be in good working order and acceptable exterior appearance, and meet all safety and environmental requirements of the insurance company, the Airport, FAA, NFPA, and any other applicable Federal, State or local regulations pertaining to such equipment.
- b. The FBO shall provide at least one fuel service vehicle for each grade of fuel dispensed.
- c. The minimum capacity for each required fuel service vehicle shall be:
 - 600 gallons 100 Octane
 - 2,000 gallons Jet ASecondary or backup vehicles may be less than required minimum product capacity.
- d. Mobile fueling equipment shall have state certified metering devices subject to

- independent inspection, with a pumping efficiency capable of filling the largest aircraft likely to be serviced at the Airport within 30 minutes.
- e. The FBO shall be capable of providing a response time to requests for fuel service not exceeding 30 minutes during required hours of operation and not exceeding one hour at all other times. Exception may be made if vehicle is out of service due to maintenance.
 - f. All mobile refueling operations must provide adequate fuel spill prevention features, containment capabilities, and/or equipment.
 - g. With the permission of the Sponsor, a self-service fueling station can be substituted for a mobile fuel truck.
- I. As appropriate, the FBO shall only utilize Airport-designated facilities for washing and cleaning of aircraft, vehicles, or equipment, or those designed to meet Airport, State, and Federal environmental requirements.

Section V Specialized Aviation Service Operator (SASO) – General Requirements

- A. A SASO is a person or business that provides one or more aeronautical services at the Airport, but otherwise does not meet the full requirements necessary to qualify as an FBO. No person or business shall operate at the Airport as a SASO until such person or business has executed a Lease Agreement. The SASO must meet the qualifications, standards and requirements of these Minimum Standards, pay any required fees, and receive approval from the Airport before beginning operation.
- B. Each SASO shall agree to accept, be bound by, comply with, and otherwise conduct its business operations in accordance with all Sponsor rules and regulations, including but not limited to the Development Guidelines and security plans.
- C. Unless otherwise provided in a Lease Agreement, the SASO shall, at its own expense, provide, construct, install, equip and maintain all utilities, buildings, structures, ramps, tie-down area, taxiways, automobile parking lots, fences and all other facilities and improvements requested or approved by the Sponsor for the SASO to carry on the activities or services authorized by the Sponsor.
- D. Unless otherwise provided by the Sponsor, all operations of the SASO shall be conducted in an area of sufficient size necessary and appropriate to accommodate all services for which the operator is approved, allowing for growth in the foreseeable future and additional services as contemplated by the Airport. The SASO shall conduct its business operations strictly within the areas assigned it by the Airport and its operations shall not in any way interfere with the operations of the other SASOs or FBOs, agencies, or other businesses operating on the Airport; the use of the Airport by the general public; or with any common-use areas. The SASO shall

not use any common-use areas except as authorized by the Sponsor.

- E. The SASO shall arrange for the lawful, sanitary handling and timely disposal, away from the Airport, of all trash, waste, and other materials including, but not limited to, used oil, solvents, and other waste. The piling and storage of crates, boxes, barrels, and other containers shall not be permitted within the leased premises. Any trash or waste from any international flight shall be handled as required by the appropriate Federal Agency.
- F. Each SASO shall provide all services on a fair, reasonable, and not unjustly discriminatory basis to all users thereof.
- G. Each SASO shall charge prices for all products and services that are fair, reasonable and not unjustly discriminatory, with the exception that the SASO may be allowed to offer reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.
- H. Each SASO shall post and/or have available for public inspection a complete list of all prices charged for their products and services.

Section VI Required Minimum Standards for FBO or SASO Aeronautical Services

For each service provided by any FBO or SASO, the following Minimum Standards shall apply:

A. Aircraft Maintenance and Repair

Except as otherwise provided in any agreement between an FBO or SASO and the Sponsor, an FBO or SASO offering aircraft engine, airframe and accessory sales, maintenance and repair facilities to the public shall provide:

1. An area of sufficient size to accommodate the hangar structure with proper access and construct such facilities in locations stipulated in the ALP. However, in no case shall the total ground lease less be than 43,560 square feet (one acre).
2. In case of airframe and/or engine repairs, a minimum of 10,000 square feet of hangar space to house aircraft upon which such service is being performed, 400 square feet of office space, and a waiting area for customers which shall have restrooms, or access thereto. The office shall be staffed and open to the public, at a minimum, during normal business hours. Special dispensation may be granted by the Sponsor, in its sole and absolute discretion, on a case by case basis for hangar sizes that do not meet minimum requirements.
3. Adequate automobile parking for customers and employees.
4. Suitable storage space for aircraft awaiting repair, maintenance, or delivery consistent with the level of maintenance services offered.
5. Adequate enclosed shop space to house all shop equipment.
6. Adequate equipment and tools, jacks, lifts, and testing equipment to perform overhauls as required for FAA certification and the repair of parts based on the type of maintenance services performed but, at a minimum, common single engine land and light multiengine land general aviation aircraft.
7. Sufficient number of FAA certified mechanics with inspection authority for the work to be

performed. At least one full-time FAA certified airframe and powerplant mechanic, with inspection authority, available during normal business hours and on call at other times available within two hours.

8. Adequate provisions for the removal/disposal of solutions, cleaning agents, lubricants and other wastes in compliance with Federal, State and Airport regulations.
9. As appropriate, the FBO or SASO must only use Airport-designated facilities for the deicing, washing, and cleaning of aircraft, vehicles, or equipment, or those facilities specially designed to meet Airport, State, and Federal environmental requirements.
10. Provide the necessary insurance required by the Sponsor.

B. Aircraft Charter (FAR Part 135 Air Taxi)

Except as otherwise provided in any agreement between an FBO or SASO and the Sponsor, an FBO or SASO conducting aircraft charter and/or air taxi service shall be required to provide:

1. A minimum of 125 square feet of office space, adequate passenger lounge, and restrooms for the charter activity level involved, or access thereto. The office shall be staffed and open to the public consistent with the level of charter service provided, but subject to approval by the Sponsor.
2. At least one multiengine aircraft that:
 - a. Has a seating capacity of at least six seats.
 - b. Is certified for IFR flight.
 - c. Meets exclusive-use requirements as defined in FAR part 135.25 paragraphs (b) and (c)
3. At least two pilots, one of whom must be full time.
 - a. Pilots must have 24 hours-a-day availability upon reasonable notice.
 - b. Pilots must be fully current under FAR part 135 and in compliance with all laws and procedures.
4. Adequate automobile parking for customers and employees.
5. Provide the necessary insurance required by the Sponsor.

C. Aircraft Rental

Except as otherwise provided in any agreement between an FBO or SASO and the Sponsor, an FBO or SASO conducting aircraft rental activity shall provide:

1. Sufficient office space, or other suitable area, adequate for the level of service provided for arranging rentals and keeping records as may be necessary in connection with such activity, and a suitable waiting area for customers with restrooms, or access thereto. The office shall be staffed and open to the public consistent with the level of rental services provided, but subject to approval by the Sponsor.
2. At least two airworthy aircraft suitably maintained and certificated.
3. Adequate arrangements for servicing the aircraft.
4. Adequate arrangements for parking the aircraft being rented.
5. A properly certificated pilot capable of conducting "flight checks" of prospective renters shall be available during normal hours of operation, or within a suitable time thereof.
6. Proper checklist and operating manuals on all aircraft rented.
7. An adequate supply of properly located fire extinguishers and other precautions and/or equipment required by Airport and NFPA fire codes.
8. Adequate automobile parking for customers and employees.

9. Provide the necessary insurance required by the Sponsor.

D. Flight Training

Except as otherwise provided in any agreement between an FBO or SASO and the Sponsor, an FBO, or SASO conducting flight training activities shall provide:

1. At least two training aircraft that:
 - a. Have a minimum of two seats.
 - b. Are maintained in accordance with Federal Aviation Regulations.
 - c. Are kept in a clean and presentable manner.
 - d. Are available for rental as well as training.
2. Equipment for IFR flight and training in at least one of the aircraft listed above. This aircraft must have the following equipment:
 - a. Two NAV/COMM Radios.
 - b. Transponder.
 - c. ADF.
 - d. Marker Beacon.
 - e. Current FAR 91.411 and 91.413 inspections.
3. At least one current FAA certified flight instructor.
4. A minimum of 400 square feet of office space which shall be staffed and open to the public during hours consistent with the level of instruction involved, but subject to the approval of the Sponsor.
5. Access to adequate conference/classroom space to accommodate a minimum of five students, and adequate waiting area for customers with restrooms, or access thereto.
6. Adequate teaching materials, mock-ups, pictures, slides, or other visual aids necessary to provide proper ground school instruction.
7. Adequate facilities or arrangements for storing, parking, servicing, and repairing all of its aircraft.
8. Adequate automobile parking for customers and employees.
9. Any commercial glider/sailplane operation at the Airport will be evaluated for an initial period of six months to determine compatibility with the existing aircraft mix and volume of operations. Should this commercial operation create an unsafe environment for the present aircraft traffic, or prove to be incompatible with the current operations, it will be re-evaluated and, if deemed necessary by the Sponsor, discontinued. Prior to the permanent discontinuance of said operation, support documentation will be reviewed by the Detroit Flight Standards District Office of FAA, and the Sponsor. A temporary termination of services can be ordered by the Sponsor at any time, if, in its opinion, an unsafe operating environment is created as a result of sailplane flight training activity.
10. Provide the necessary insurance required by the Sponsor.

E. Aircraft Sales

Except as otherwise provided in any agreement between an FBO or SASO and the Sponsor, an FBO or SASO providing aircraft sales activities shall provide:

1. Adequate office space, or other suitable area, which shall be staffed and open to the public during hours consistent with the level of sales involved, but subject to the approval of the Sponsor. A waiting room and restrooms, or access thereto.

2. An area of sufficient size to permit the storage and/or display of all aircraft for sale or used in the aircraft sales business. All inventory must be insured with liability coverage acceptable to the Sponsor and include all aircraft that overnight at, or are based at, the Airport.
3. Provide the necessary insurance required by the Sponsor.

F. Cargo Handling

An air cargo handler may be involved with storing, loading, unloading, or other handling of air cargo. Except as otherwise provided in any agreement between an FBO or SASO and the Sponsor, an FBO or SASO providing cargo handling activities shall provide:

1. The minimum equipment for an air cargo handler sufficient for the intended size of cargo to be moved in the application to do business and may include fork lifts, loading belts, main deck loaders, tugs, carts, scales and pallets of various sizes.
2. The minimum number and training of personnel, commensurate with the size and amount of cargo to be moved and the type of aircraft expected to be serviced.
3. Adequate automobile parking for customers and employees.
4. Provide the necessary insurance required by the Sponsor.

G. Parts and Accessories Sales

The FBO or SASO may provide suitable space approved for the storage and/or display of the parts and accessories for sale. An FBO or SASO providing parts and accessories sales shall, except as otherwise provided in an agreement with the Sponsor, provide:

1. Adequate office space, or other suitable area, which shall be staffed and open to the public during hours consistent with the level of sales involved, but subject to the approval of the Airport. A waiting room and restrooms, or access thereto.
2. Sufficient area for goods shipping/receiving.
3. Adequate automobile parking for customers and employees.
4. Provide the necessary insurance required by the Sponsor.

H. Public Offering of Aircraft Storage - T-Hangar, Conventional, or Tie-Down

An FBO or SASO desiring to provide aircraft storage shall submit a proposal detailing the size, configuration and style of hangar storage for approval by the Sponsor and subject to a subsequent ground lease agreement.

1. The operator shall have an area of sufficient size to accommodate the hangar structure with proper access and construct such facilities in locations stipulated in the ALP. However, in no case shall the hangar size be less than 10,000 square feet and the total ground lease less than 43,560 square feet (one acre). The operator shall also provide sufficient office space to support the intended operation with office telephone, automobile parking, and restroom facilities. The operator shall also supply sufficient personnel and aircraft equipment to support the intended operation.
2. Unless existing paved tie-down space is otherwise leased to the FBO or SASO by the Sponsor, an FBO or SASO desiring to provide outside aircraft storage shall submit a proposal detailing the size and configuration of the ramp area to be used for outside aircraft storage.

3. Upon approval by the Sponsor, the ramp area to be constructed shall be subject to a ground lease agreement with the Sponsor.
4. Engineering design criteria for related site work, base preparation, and paving shall be consistent with the type and size of aircraft to be stored. The operator shall provide an area of sufficient size to accommodate the ramp area with proper access and construct the ramp in a location stipulated in the official ALP.
5. Services to be provided shall include:
 - a. Guidance to where-to-park and lead in/lead out service
 - b. As appropriate, tie-down assistance, chock management, and monitoring engine start safety
 - c. Aircraft repositioning
6. Provide the necessary insurance required by the Sponsor.

I. Corporate Hangar

For the purpose of these Minimum Standards, a corporate hangar is defined as a SASO. A corporate hangar is defined as a privately owned hangar for the use of a tenant or tenants who provides no aviation or other commercial services to the public from the Airport. The following standards must be met:

1. Facility Requirements
The operator shall provide at least 10,000 square feet of hangar space at one location available for the storage of aircraft and a ground lease of at least 43,560 square feet (one acre).
2. Operating Requirements
 - a. The corporate hangar operator shall use the leased premises for the operation of an aircraft hangar. The hangar's purpose shall be for the storing, servicing, maintaining and repairing of the operator's own aircraft (be they owned or leased) and for any purpose either necessary or incidental thereto.
 - b. It is specifically stated that no fueling rights are included in lease of a corporate hangar unless otherwise provided for. And if the corporate operator has fueling rights then it is further understood that fueling of aircraft, other than those owned or leased by the corporate hangar operator, is not permitted.
 - c. No sub-letting of the premises is permitted without the prior written approval of the Sponsor. And, without the prior written approval of the Sponsor, the corporate hangar operator is not permitted to fuel the aircraft of any sub-tenant.
 - d. The insurance requirements of the corporate hangar operator shall be as stated in the Lease Agreement or the same as the current requirement of any hangar keeper on the Airport.

J. Flying Clubs

Commercial or non-commercial flying clubs or groups of pilots/aircraft owners who jointly seek to lease space on the Airport. Flying Clubs must meet the same requirements and meet these

Minimum Standards as any other hangar, including corporate hangar, and/or tie-down space owner/operator.

1. These requirements include, but are not limited to, those associated with:
 - a. Aircraft maintenance and repair
 - b. Aircraft charter
 - c. Aircraft rental
 - d. Flight training
 - e. Aircraft sales
 - f. Parts and accessory sales
 - g. Aircraft stripping and painting
 - h. Avionics shop
 - i. Independent flight instruction
2. The following special conditions also apply to Flying Clubs.
 - a. The club shall be a non-profit entity organized for the express purpose of providing its members with aircraft, for their personal use and enjoyment only. The ownership of aircraft must be vested in the name of the Flying Club. The rights of the members shall be equal and no part of the net earnings of the club will inure to the benefit of any member in any form (salaries, bonuses, etc.). The Flying Club may not derive greater revenue from the use of its aircraft (or other assets) than the amount necessary for the operations, maintenance, and replacement of its aircraft.
 - b. Flying Clubs may only conduct flight instruction for the members of the club.
 - c. A Flying Club, with its permit request, shall furnish the Sponsor a copy of its charter and bylaws, articles of association partnership, agreement or other documentation supporting its existence; a roster, or list of members, including names of officers and directors, to be revised on a semi-annual basis; number and type of aircraft; evidence that aircraft are properly certified; evidence ownership is vested in the club; and operating rules of the club. The books and other records of the club shall be available for review at any reasonable time by the Sponsor or its authorized agent.
 - d. A Flying Club shall abide by and comply with all Federal, State, and local laws including the Development Guidelines, Security Plan, and other rules of the Airport.
 - e. A Flying Club shall provide the necessary insurance required by the Sponsor.

A Flying Club, which violates any of the foregoing, or permits one or more members to do so, will be required to terminate all operations at the Airport.

K. Aircraft Stripping and Painting Facility

Except as otherwise provided in any agreement between an FBO or SASO and the Sponsor, an FBO or SASO offering aircraft stripping and painting services to the public shall:

1. Have an area of sufficient size to accommodate the hangar structure with proper access and construct such facilities in locations stipulated in the ALP. However, in no case shall the total ground lease less than 43,560 square feet (one acre).
2. Provide a minimum of 10,000 square feet of hangar space sufficient to house any aircraft upon which such service is being performed and a minimum of 125 square feet of office space; a waiting area for customers, which shall have restrooms, or access thereto. The

office shall be staffed and open to the public during normal business hours.

3. Provide adequate customer and employee auto parking.
4. Provide suitable storage space for aircraft awaiting stripping, painting, or delivery.
5. Provide adequate enclosed shop space to house necessary equipment and tools.
6. Have available during normal business hours, competent and responsible personnel that are knowledgeable of all phases of aircraft stripping, preparation, and treatment of aluminum and painting.
7. Comply with and abide by all standards, rules, regulations, and requirements of the FAA, Environmental Protection Agency, OSHA, and any other Airport, State, or Federal government agencies having jurisdiction over aircraft stripping and painting operations.
8. Comply with NFPA and the National Board of Fire Underwriters on "Paint Spraying and Spray Booth" regulations regarding the arrangement, construction, and protection of spray booths and the storing and handling of materials used in connection with aircraft painting, varnishing, and spray painting operations.
9. Not allow any stripping, painting, varnishing, doping, materials or agents, or other contaminants to flow into or be placed in any sewer system.
10. Perform all aircraft stripping and painting operations inside the hangar or building.
11. Provide for the adequate containment and control of any dust or over spray that may result from preparation or painting activities.
12. Properly treat and dispose of solutions, cleaning agents, lubricants and other hazardous materials and wastes in compliance with Federal, State, and Airport regulations.
13. Provide a written plan for approval by the Sponsor adhering to all the above safety and environmental requirements. This plan will be available for inspection by all environmental agencies of both the State and Federal Government.
14. Provide the necessary insurance required by the Sponsor.

L. Avionics Shop

Except as otherwise provided in any agreement between an FBO or SASO and the Sponsor, an FBO or SASO offering avionics services to the public shall:

1. Provide a minimum of 400 square feet of space to be used for shop, storage and test equipment and a minimum of 125 square feet of office space; a waiting area for customers, which shall have restrooms, or access thereto. The office shall be staffed and open to the public, at a minimum, during normal business hours.
2. Have available on a full-time basis during normal business hours an FAA-certified repairman in the field of aircraft electronics and/or aircraft instruments.
3. Lease sufficient space or provide satisfactory arrangements for access to and storage of aircraft on which work is being performed.
4. Provide the necessary insurance required by the Sponsor.

M. Independent Flight Instructor

Except as otherwise provided in any agreement between an FBO or SASO and the Sponsor, an FBO or SASO offering flight instruction services to the public shall:

1. Show proof of the proper and current FAA licenses and certificates.
2. Provide the necessary insurance required by the Sponsor.

N. Other Aeronautical SASO Activities

Other aeronautical activities may be provided on request with approval by the Sponsor. These may include, but are not limited to, banner towing, sightseeing flights, blimp operations, aerial fire fighting, and agricultural aircraft operations.

Section VII Overall Fueling Standards Applicable to FBOs, SASOs, and others

- A. Except as otherwise stated in previous sections, all FBOs, SASOs with a self-fueling permit, and other fuelers with a self-fueling permit shall follow the Minimum Standards listed below.
1. Fuel Storage Tanks.
 - a. Minimum above ground storage tank capacity for self-fueling shall be 10,000 gallons for Jet A fuel sales and 5,000 gallons for Avgas.
 - b. The self-fueler shall be responsible for all costs associated with the planning, engineering, installation, permitting, maintenance, insurance, and operation of the fuel tanks.
 - c. A representative of the self-fueler shall be present at the self-fueler's fuel storage tank at times of delivery to verify and assure the proper type and quantity of fuel delivered and the proper filtration of the fuel into the fuel storage tank. Rules for the proper settling of fuel must also be stated in the SOP and complied with.
 - d. The self-fueler shall provide and/or maintain safe fuel storage tanks and adequate bulk handling of the fuel in conformance with all Federal, State, and local regulations and ordinances, and NFPA fire codes pertaining to safe storage and handling of fuel.
 - e. All fuel storage tanks must include adequate fuel spill prevention features, containment capabilities, and/or equipment, and must maintain an approved Spill Prevention Countermeasures and Control (SPCC) plan, as applicable.
 - f. All existing underground fuel storage tanks must be registered with the Ohio Department of Commerce and participate in the Petroleum Underground Storage Tank Compensation Board insurance program. Proof of participation must be submitted annually for continued use of the underground tanks.
 2. Mobile Fueling Equipment.
 - a. Mobile fueling equipment shall be adequate for the required fuel services offered, be in good working order and acceptable exterior appearance, and meet all safety and environmental requirements of the insurance company, the Airport, FAA, NFPA, and any other applicable Federal, State or local regulations pertaining to such equipment.
 - b. The operator shall provide at least one fuel service vehicle for each grade of fuel dispensed.
 - c. The minimum capacity for each required fuel service vehicle shall be:

600 gallons	100 Octane
2,000 gallons	Jet A

Secondary or backup vehicles may be less than required minimum product capacity.
 - d. Mobile refueling equipment shall have state certified metering devices subject to independent inspection.
 - e. All mobile refueling operations must provide adequate fuel spill prevention features, containment capabilities, and/or equipment. All mobile refueling equipment shall be

parked or stored in areas so designated by the Airport, and shall be restricted to operating only within designated AOA ramp or transit areas.

3. Self-Fueling by Private, Corporate or Air Taxi Operators

Upon receipt of a self-fueling permit, self-fueling by private, corporate, air taxi operators, aircraft owners or lessees is permitted by the Sponsor for those tenants that have rights specifically listed in their lease. The Minimum Standards for self-fueling are as follows:

- a. The operator shall provide at least 10,000 square feet of hangar space at one location available for the storage of aircraft and a ground lease of at least, 87,120 square feet (two acres).
- b. Only aircraft owned, leased, or managed under a written contract by the self-fueling operator shall be permitted to be fueled or defueled. The self-fueler shall provide the Sponsor with a current list of owned or leased aircraft, a copy of the FAA's aircraft registration certificate for all aircraft verifying sole ownership by the permittee, or proof of being the sole operator under a lease or management contract for said aircraft.
- c. The self-fueler shall have be able to provide documented need to be considered for a self-fueling permit.
- d. Any individual, business or corporation desiring to self-fuel shall pay the Sponsor the current fuel flowage fee established by the Sponsor on every gallon of fuel dispensed into their authorized aircraft. By the 15th day of each month, the self-fueler shall 1) submit a report that details the total amount of fuel pumped for the previous month; and 2) make full payment for the fuel flowage fee.
- e. Only owners, principals, or employees of the self-fueler may operate any fueling equipment.
- f. The self-fueler shall carry Liability, Fire, Auto, Fuel Truck, and other insurance coverages as applicable to the type of self-fueling services being provided and in the amounts not less than and at least as broad as specified by the Sponsor, or as specified in Chapter Three, whichever is greater and broader
- g. Self fueling operations must comply with all Airport rules and regulations, and applicable local ordinances, State and Federal regulations, including Federal Aviation Administration (FAA) Advisory Circulars, and shall conform to applicable American Standard Testing Method (ASTM) D-910 for Avgas, ASTM D-1655 for Jet Fuel, and ASTM D-439-58 for Mogas standards. Violations may result in the suspension or revocation of self-fueling privileges.
- h. All existing underground fuel storage tanks must be registered with the Ohio Department of Commerce and participate in the Petroleum Underground Storage Tank Compensation Board insurance program. Proof of participation must be submitted annually for continued use of the underground tanks
- i. The self-fueler shall be responsible for the payment of any applicable federal or state taxes on aviation fuels, and for all reports required by the Internal Revenue Service, and shall comply with all related Federal statutes and regulations.

Section VIII Requirements for Sub-Lessee Permitted to Conduct Aeronautical Activities

Each FBO or SASO proposing to contract with an Airport tenant as a sub-lessee to provide aeronautical activities at the Airport shall meet the following requirements to the satisfaction of the Sponsor:

- A. The sublessee shall submit all materials required in the appropriate application for the service to be offered to the Airport.
- B. The sublessee must meet all Minimum Standards requirements appropriate to the aeronautical service to be provided.
- C. The sublessee shall provide a copy of its sublease agreement to the Sponsor.
- D. The sublessee must meet applicable requirements of the FAA or other authority governing the proposed activity.
- E. The sublessee must furnish suitable insurance acceptable to the Sponsor, including liability insurance to protect and hold the Sponsor, its officials, employee's agents and representatives, harmless from any liability arising out of the proposed activity (see Chapter 3).
- F. Upon meeting all requirements, the sublessee must obtain from the Sponsor the applicable Permit in order to conduct operations on the Airport.
- G. No interest in the activity shall be assigned or otherwise transferred to another party without written consent of the Airport.

Section IX Airport Permits

The Airport has the right to grant limited time and limited function Permits at the discretion of the Sponsor for operations that fall outside the definition of FBO or SASO.

- A. The Sponsor may, at its discretion, provide a permit for the short-term provision of supply or service at the Airport.
- B. FBOs or SASOs seeking a one-time short-term right may apply for a permit.
- C. Cost or fee for a permit will be determined by the type and magnitude of the supply or service provided.
- D. Application for Airport Permit
 1. The application, together with all supporting documentation, shall be submitted to the Sponsor.
 2. All application materials submitted shall be reviewed by the Sponsor. If the application is complete and all required materials are included the Sponsor shall consider the application and will approve or disapprove the application.

If the application is subsequently approved by the Sponsor, the Sponsor will prepare and issue an Airport Permit.

Section X Application Process

- A. Except for instances where the Sponsor specifically solicits competitive proposals or bids for aeronautical services, an Application for Lease (Primary with Sponsor) or Application for Airport Permit to carry on any aeronautical activity must be submitted in accordance with these Minimum Standards.
- B. Applications can be obtained from the Sponsor.
- C. For a Lease Agreement – Submit a completed application, together with all supporting documentation, to the Sponsor containing the following information:
 - 1. The name, address and telephone number of the applicant.
 - 2. A written letter/proposal which provides a detailed description of the nature of the proposed aeronautical activity to be provided, including date of intended commencement, space and facility requirements, proposed location on the Airport, etc.
 - 3. The professional qualifications of the personnel who will manage and/or operate the proposed service.
 - 4. Descriptions and cost estimates of any proposed capital improvements and site on which the construction is intended. Preliminary plans and dates for such improvements which the applicant intends to make on the Airport as part of the activity for which approval is sought.
 - 5. A current financial statement prepared in accordance with generally accepted accounting principals by a certified public accountant, if available and, if not, a current financial statement as is typically provided to a financial institution. The Sponsor reserves the right to independently evaluate the applicant's financial information and, in its sole judgement and opinion, determine the applicant's financial ability to provide responsible, safe, and adequate service to the public.
 - 6. A written listing of the assets owned, leased or being purchased, which will be used in the business on the Airport. Copies of any sub-leases or purchase contracts may be attached.
 - 7. A current credit report covering all areas in which the applicant has done business in the past five years.
 - 8. A description of previous experience in airport services, a listing of key personnel to be assigned to the Airport and a description of the duties, responsibilities, and prior experience of such personnel.
 - 9. All parties owning an interest in the business including each partner, director, or corporate officer shall sign each application. Those principals who will be managing the business

shall submit a detailed listing of all corporate or business entities with which they have been involved during the past year, along with their legal name.

10. Any additional information and material necessary or requested by the Sponsor to establish to the satisfaction that the applicant can qualify and will comply with these Minimum Standards.

NOTE: If so printed and marked as “Proprietary” by the applicant, the Sponsor shall hold the financial information included with the application separate from the application, and shall not make it available for public inspection, unless required to do so by the Freedom of Information Act.

- D. For an Airport Permit – Submit a completed application, together with all required documentation, to the Sponsor containing the following:

1. The name, address and telephone number of the applicant.
2. A written description of the nature of the aeronautical activity to be provided, including date of intended commencement, space and facility to be used, location on Airport, etc.
3. If independent freelance services are to be provided as permitted by these Minimum Standards, a letter from the aircraft owner or tenant attesting to those services.
4. All documentation as may be required under applicable sections of these Minimum Standards.
5. Such other information as the Sponsor may require.

- E. Any applicant, upon request by the Sponsor, shall provide a written and signed authorization for the FAA and all aviation or aeronautical commissions, administrators, or departments of all states in which the applicant has engaged in aviation business to release information in their files relating to the applicant or its operation. The applicant shall execute such forms, releases, or discharges as may be requested by those agencies.

- F. Incomplete applications will be returned for additional information, completion and further review and will be delayed until the application is complete.

Section XI Action on Application

- A. Application for **Lease Agreement** with Airport (Unsolicited by Airport).

1. The application, together with all supporting documentation, shall be submitted to the Sponsor.
2. If the application is recommended for approval by the Sponsor and subsequently approved, the Sponsor will develop a draft lease agreement for negotiation with the applicant.

B. Application for **Lease Agreement** with Airport (Solicited by Airport).

1. The Sponsor, in conjunction with Airport staff shall develop a formal Request for Proposals (RFP), or Invitation for Bids, for the aeronautical service(s) to be provided.
2. The RFP or Invitation for Bids shall be advertised and distributed to the public through industry publications, local media, and/or the City's web site.
3. All proposals or bids submitted shall be reviewed by the Sponsor to determine whether the document is complete, responsive and conforms to RFP or Bid requirements.
4. For those proposals that are determined to be complete with all required materials included, the proposals or bids shall be considered by the Sponsor. All bids will be ranked by the Service Director or his designee.
5. Following selection of the highest ranked firm, the Sponsor will develop a draft lease agreement for negotiation with the highest ranked firm.

C. The Sponsor may deny any application, or reject any bid or proposal to operate any activity on the Airport, if, in its sole opinion, it finds any one or more of the following:

1. The applicant does not meet the qualifications, standards, and requirements established by these Minimum Standards.
2. The applicant's proposed operations or construction will create a safety hazard as determined by Airport or by the FAA through a review of FAA Form 7460 and subsequent determination that said construction or operations constitute a hazard to navigation or obstruction.
3. The granting of the application will require the Sponsor to spend funds, or to supply labor or materials that the Sponsor is unwilling or unable to spend or supply.
4. There is no appropriate, adequate, or available space or building on the Airport to accommodate the applicant at the time of the application.
5. The proposed operation, airport development, or construction is inconsistent with, or does not comply with, the approved ALP for the Airport.
6. The development or use of the area requested by the applicant will result in depriving existing FBO(s) of portions of the area in which they are operating; will result in congestion of aircraft or buildings; or will unduly interfere with the operations of any present FBO on the Airport, or prevent free access to the FBO's operations.
7. The applicant has supplied the Sponsor with any false information or has misrepresented

any material fact or has failed to make full disclosure in their application or in supporting documents.

8. The applicant has violated any of the Airport rules and regulations, or the regulations and standards of any other airport, or the Civil Air Regulations, the Federal Aviation Regulations, or any other statutes, ordinances, laws or orders applicable to the Airport or any other airport.
 9. The applicant has defaulted in the performance of any lease or other agreement with the Sponsor.
 10. In the sole judgement and opinion of the Sponsor, the applicant's credit report contains substantial negative information, and/or the applicant does not appear to be a person of reasonable business responsibility and reputation.
 11. In the sole judgement and opinion of the Sponsor, the applicant does not have, or appear to have, access to the operating funds necessary to conduct the proposed operation.
 12. The applicant has committed any crime, or violated any other Sponsor's ordinance. Misdemeanor traffic violations are exempt.
 13. The applicant is unable to obtain sufficient insurance, financial sureties, or guarantors to protect the interest of the Sponsor, the Airport, the State of Ohio, the FAA, or other appropriate governmental entities.
 14. The applicant's activities or operations have been, or could be, detrimental to the Airport or another airport.
 15. The applicant's activities or operations could be detrimental to the overall financial self-sufficiency of the Airport.
- D. Nothing contained herein shall be construed to prohibit the Sponsor from granting or denying, for any reason it deems sufficient, a Lease Agreement to do business at or otherwise use the Airport.
- E. Sponsor, whose decisions are final, shall approve all leases of property with the Airport.

Section XII Airport Lease Agreements Non-Transferable

- A. No right, privilege, permit, or license to do business at the Airport, or any lease of any area of the Airport or a part thereof, shall be assigned, sold or otherwise transferred or conveyed in whole or in part without the prior express written consent of the Sponsor.
- B. No lease, or portion thereof, may be assigned or sublet without prior approval of the Sponsor. All assignees or subleases approved by the Sponsor shall comply with the Airport rules and

regulations, including Minimum Standards and Development Guidelines.

Section XIII Refuse

- A. All FBOs or SASOs shall provide for adequate refuse receptacles and regular collection to ensure that no person shall throw, dump, or deposit any waste, refuse or garbage on the Airport.
- B. All waste, refuse or garbage shall be placed and kept in closed garbage cans or containers. All types of containers shall meet all applicable codes.
- C. All areas of the Airport shall be kept safe, neat and clean at all times.
- D. Any cases of unclean, potentially unsafe or unsanitary refuse not in its proper place should be reported to the Airport.

Section XIV Approval of Construction

- A. No building, structure, tie down, ramp, paving, taxi area or any other improvement or addition on the Airport shall be placed or constructed, enacted, or altered or removed without prior written approval of the Sponsor. Prior to such work being done, the Sponsor may, at its discretion, require a work bond, letter of credit, or other surety to guarantee the work. The form of such bond, letter of credit, or surety shall be subject to the approval of the Sponsor.
- B. The Sponsor shall consider conformance to the Airport Capital Improvement Plan (ACIP) for the Airport, Airport Master Plan, and Approved ALP prior to the approval or denial of any construction or development at the Airport.
- C. All construction, whether new, renovation, or repair shall be in compliance with the most current Development Guidelines, as well as State and local building codes and requirements.
- D. No construction will be permitted until a building permit is issued from the local building department.

Section XV Airport Operations Areas (AOAs)

- A. No person who is authorized to operate or conduct business activities at the Airport shall do so on any area except that approved in writing by the Sponsor.
- B. Any person purposefully violating the rules of use of the AOA shall be prosecuted to the full extent of the law, and at the discretion of the Sponsor, shall be banned from further entrance upon the Airport.

Section XVI Waiver of Chapter Two Provisions

The Sponsor, may at its discretion, waive all or any portion of these Minimum Standards for the benefit of any government or governmental agency performing non-profit public services to the

aircraft industry, air search and rescue operations, fire prevention, fire fighting, medical or law enforcement operations, but only to the extent permitted by the rules of the FAA and the laws of the State of Ohio.

Section XVII Interpretation and Enforcement

The Sponsor's designee is the Airport official designated to administer these Minimum Standards and shall have the responsibility for the interpretation and enforcement thereof.

Section XVIII Dispute Resolution Process

In the event of disputes or complaints by any person other than the Airport, the following procedures shall apply:

- A. Complaints against any FBO, SASO, or Permittee for violation of the Airport rules and regulations, or the terms of an FBO or SASO Lease Agreement or Airport Permit, shall be in writing and filed with the Sponsor. All complaints shall be signed by the person making the complaint and shall specify dates, times, facts, etc.
- B. In the case of a violation of Airport rules and regulations, the operator's lease may be terminated by the Sponsor.
- C. In the case of a dispute concerning a Lease Agreement or Airport Permit other than the Airport rules and regulations, the Sponsor may submit the dispute to the Board of Arbitration.
- D. The Board of Arbitration will consist of five disinterested persons appointed by the Director. Each of the five members shall have one vote and a quorum of five members shall be present for action to be taken. Once impaneled, the Board shall, as objectively as possible, investigate the operation in question. Then the Board shall convey its recommendations to the Sponsor through a Chairman. A written request showing cause to convene the Board of Arbitration shall be sent and registered through the regular United States mail to the offices of the Sponsor.

The recommendations of this Board shall in no way be binding upon the City of Akron or on issues concerning airport safety. Furthermore, these Board members shall not in any way be liable or reproachable for their recommendations to the Sponsor.

Section XIX Repair, Restoration, Replacement

Nothing contained in these Minimum Standards shall be construed to require the Airport to maintain, repair, restore, or replace any structure, improvement, or facility that is damaged or destroyed.

Section XX Effect on Existing Leases

- A. All new tenants desiring to operate at the Airport shall be required to meet or exceed these

Minimum Standards.

- B. The Airport retains the right to require all FBOs or SASOs under a written lease agreement with the Airport at the time these Minimum Standards become effective to meet or exceed the Minimum Standards upon expiration, any change or assignment of lease.
- C. Such FBO or SASO shall also be required to meet or exceed any amendments to the Minimum Standards for the aeronautical activity being provided to the public at this Airport.

Section XXI Pioneers

When an applicant wishes to qualify as a pioneer in order to provide services not already provided at the Airport, the foregoing Minimum Standards may be modified subject to the written approval of the Airport for a limited period of time (not to exceed one year). It is the express purpose of this provision to encourage the expansion of services at the Airport where they do not exist, and only to the extent and for the period of time necessary, to create an inducement to the establishment of such services.

CHAPTER THREE INSURANCE REQUIREMENTS

Section I Typical Requirements

The following include, but are not limited to, the standard insurance coverages and limits required by the Airport. All policies shall be subject to the review and approval by the Sponsor, provided however, that such review and approval shall not constitute Sponsor's approval or representation that the types and amounts of insurance purchased by a party shall be sufficient to protect such insured party from loss or liability. Specific insurance coverage, provisions, requirements, and limits shall be specified in each Lease Agreement or Airport Permit as applicable to the operation or activity being performed.

- A. The FBO, SASO, or Permittee shall provide the Sponsor with Certificates of Insurance confirming the required insurance and coverages and policy endorsements granting the additional insured status required by this Chapter Three. Certificates of insurance must be provided to the Sponsor by the FBO or SASO for review and approval upon execution of a Lease Agreement or prior to the issuance of an Airport Permit.
- B. Each FBO, SASO or Permittee shall submit on an annual basis to the Sponsor copies of all certificates of insurance for required insurance, including required additional insured endorsements, and policy renewals and any additional information related to required insurance, or otherwise within 10 days of a request by the Sponsor for confirmation of insurance.
- C. Each FBO, SASO, or Permittee shall submit to the appropriate insurer timely notices and claims of all losses insured under any required insurance policy, pursue such claims diligently and comply with all terms and conditions of required insurance policies. Each FBO, SASO, or Permittee shall promptly give the Sponsor copies of all notices and claims of loss and any documentation or correspondence related to such losses. Each FBO, SASO, or Permittee shall make all policies for required insurance, policy amendments and other related insurance documents available for inspection and photocopying by the Sponsor upon reasonable notice.
- D. FBOs and SASOs – Each FBO and SASO shall purchase and maintain the insurance required by each individual Lease Agreement or Permit to cover its specific operation based on criteria such as size of facility, number of aircraft, types of aircraft, etc. (e.g., insurance to cover the damage or loss of property and/or equipment in or on the premises). In addition, each FBO or SASO shall purchase and maintain the following types and amounts of insurance, or the amounts contained in Appendix B, whichever is greater; the limit of liability requirements may be satisfied by the purchase and maintenance of any combination of primary, excess and/or umbrella insurance.
 - 1. Aircraft Liability, with limits not less than \$3,000,000 each occurrence, bodily injury and property damage, combined single limit. Such insurance shall cover and include liability arising from all aircraft owned by, chartered by, hired by, or used by or on behalf of FBO,

SASO, or Permittee.

Insurance for aircraft registered in Ohio shall be identified in the Lease Agreement and at a minimum shall be in accordance with all Ohio rules, regulations, and statutes .

2. General Liability on an occurrence basis with limits not less than \$1,000,000 each occurrence, \$1,000,000 personal and advertising injury, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate, including, without limitation, bodily injury, personal injury, property damage, products/completed operations for aircraft refueling, maintenance, sales, and sale of aircraft parts, broad-form contractual liability arising from or relating to these Minimum Standards, any Lease Agreement, or Airport Permit, and coverage for independent contractors and operating mobile equipment.
3. Automobile Liability with limits not less than \$1,000,000 combined single limit, bodily injury and property damage for private passenger automobiles and light trucks; and \$3,000,000 combined single limit, bodily injury and property damage for fuel trucks and other trucks over 20,000 lbs. Such insurance shall cover and include liability arising from all automobiles owned by, hired by, or used by or on behalf of FBO, SASO, or Permittee. The coverage must be endorsed with ISO Form CA 99 48, or a substitute form providing equivalent coverage, to include without limitation, coverage, respecting liability arising out of the transporting, loading or unloading of hazardous materials/regulated substances.
4. Hangarkeepers Liability with limits not less than \$2,000,000 any one occurrence, and \$1,000,000 any one aircraft for damage to or destruction of aircraft of others while in the FBO, SASO or Permittee's custody while on the Airport Operation Areas.
5. Worker's Compensation Insurance as required by the State of Ohio; and Employers Liability with limits not less than \$1,000,000 bodily injury by accident, each accident, \$1,000,000 bodily injury by disease, policy limit, and \$1,000,000 bodily injury by disease, each employee.
6. FBO, SASO or Permittee shall purchase and maintain property insurance covering machinery, equipment, mobile equipment, materials, trailers and tools owned or used by FBO, SASO or Permittee at the Airport Operation Areas. Sponsor shall in no circumstances be responsible or liable for any loss or damage to, or disappearance of, any property used or owned by FBO, SASO or Permittee.

The Sponsor will not carry, and will not be obligated to provide, any "contents coverage" insuring the contents of any office, hangar, or other space within a leased or sub-leased premises. The FBO or SASO shall provide such coverage during the term of any lease or sublease agreement and thereafter, if and for so long as any property of the Airport is located and/or to be used within the premises.

G. All required insurance shall be obtained in accordance with the following:

1. The City of Akron, the Sponsor, their officials and employees, shall be included as an additional insured, as applicable, on the Aircraft Liability, General Liability, Automobile Liability, and Hangarkeepers Liability. The extent of the additional insured coverage shall be no less broad than that provided under ISO Form CG 20 26 11/85 for General Liability and Umbrella/Excess Liability and ISO Form CA 20 48 02/99 for Auto Liability. The additional insured coverage afforded under the FBO, SASO or Permittee's policies shall include both ongoing operations (work in progress) and completed operations (completed work). Additional insured coverage shall be maintained so long as Lease Agreement is in place and for a minimum of two (2) years thereafter.
2. Any deductible or self-insured retention applicable to required coverages shall be paid by the FBO, SASO or Permittee and the Sponsor shall not be required to participate therewith.
3. Each of the insurance policies and certificates required herein, except for Workers' Compensation Insurance, shall bear the provision that the insurance company agrees that 30 days prior to cancellation of the insurance afforded by the policy, written notice shall be provided to the Sponsor.
4. The insurance required of the FBO, SASO or Permittee herein, including additional insured status afforded above, shall be primary, and any insurance or self-insurance maintained by the Sponsor shall be in excess of the insurance required of the FBO, SASO or Permittee and shall not contribute therewith, and there shall be severability of interests under the insurance policies for all coverages provided under said insurance policies and otherwise provide cross liability coverage.
5. The FBO's, SASO's, or Permittee's failure to comply with any reporting provisions of the insurance policies shall not affect coverage provided to the Sponsor.
6. All insurance required to be purchased and maintained by FBO, SASO, or Permittee shall be placed and maintained with insurance companies rated, currently and for at least the previous two (2) years, at least equal to AM Best's Rating of A- and authorized to do business in Ohio.
7. Sponsor and FBO, SABO and/or Permittee each hereby waives, and shall cause its insurance underwriters to waive, any and all rights of recovery against the other, their officials and employees to the extent any loss or damage is covered by proceeds received from insurance carried by the other party. This mutual waiver shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Lease Agreement.
8. The subcontractors and independent contractors of an FBO, SASO, or Permittee, who perform their services on Airport property, shall comply with all of the insurance requirements contained within any Lease Agreement or Airport Permit.

9. The failure of an FBO, SASO or Permittee to purchase and maintain all of the required insurance coverage, or to pay all of the insurance premiums when due and payable, shall be grounds for the immediate termination of any Lease Agreement or Permit without any prior notice by the Sponsor.
10. The Sponsor reserves the right to review and/or modify the insurance requirements prior to any renewal or extension of any lease or agreement.

CHAPTER FOUR AIRPORT MASTER PLAN

Section I FBO, SASO or Permittee Approval Not Required

The Sponsor may, without the knowledge, consent or approval of any FBO or SASO or other person licensed to do business or use part of the Airport, make changes in the Master Plan of the Airport, Approved ALP, Airport planning and policies in connection with the development of the Airport, Airport rules and regulations, and these Minimum Standards. However, it is the Sponsor's intent to inform the public, including FBOs or SASOs and other businesses, of any such changes that are significant.

APPENDIX A: Lease Space Requirements Table

Type of Operator	Minimum Area Required (square feet)			
	Total Ground Lease	Hangar	Office	Other
FBO	87,120	15,000	400	
Self-fueler	87,120	10,000		
Aircraft Maintenance & Repair	43,560	10,000	400	
Aircraft Charter			125	
Aircraft Rental				adequate
Flight Training			400	
Aircraft Sales				adequate
Cargo Handling				adequate
Parts & Accessories Sales				adequate
Public Aircraft Storage/T-hangars	43,560	10,000		
Corporate Hangar	43,560	10,000		
Flying Club				adequate
Aircraft Stripping & Painting	43,560	10,000	125	
Avionics Shop		400 (shop)	125	
Independent Flight Instructor				adequate
Other SASO Types				adequate

APPENDIX B: Minimum Insurance Requirements Table

Type of Operator	Aircraft Liability, CSL Bodily Injury/Property Damage	Hangarkeepers	Other
FBO	\$3,000,000	\$2,000,000 occurrence, \$1,000,000 any one aircraft	
Self-fueler	\$3,000,000		\$5,000,000 General Liability – Products/Completed Operations \$1,000,000 Pollution Legal Liability
Aircraft Maintenance & Repair	\$3,000,000	\$2,000,000 occurrence, \$1,000,000 any one aircraft	
Aircraft Charter	\$3,000,000	\$2,000,000 occurrence, \$1,000,000 any one aircraft	
Aircraft Rental	\$3,000,000	\$2,000,000 occurrence, \$1,000,000 any one aircraft	
Flight Training	\$5,000,000	\$2,000,000 occurrence, \$1,000,000 any one aircraft	
Aircraft Sales	\$3,000,000	\$2,000,000 occurrence, \$1,000,000 any one aircraft	
Cargo Handling	\$3,000,000	\$2,000,000 occurrence, \$1,000,000 any one aircraft	
Parts & Accessories Sales	\$3,000,000	\$2,000,000 occurrence, \$1,000,000 any one aircraft	
Public Aircraft Storage/T-hangars	\$3,000,000	\$2,000,000 occurrence, \$1,000,000 any one aircraft	
Corporate Hangar	\$3,000,000	\$2,000,000 occurrence, \$1,000,000 any one aircraft	
Flying Club	\$5,000,000	\$2,000,000 occurrence, \$1,000,000 any one aircraft	
Aircraft Stripping & Painting	\$3,000,000	\$2,000,000 occurrence, \$1,000,000 any one aircraft	
Avionics Shop	\$3,000,000	\$2,000,000 occurrence, \$1,000,000 any one aircraft	
Independent Flight Instructor	\$5,000,000	\$2,000,000 occurrence, \$1,000,000 any one aircraft	
Other SASO types	\$3,000,000	\$2,000,000 occurrence, \$1,000,000 any one aircraft	As determined by or as required by Sponsor

APPENDIX C: Airport Layout Map

Akron-Fulton Airport Minimum Standards

APPENDIX D: Applications for Lease Agreements and Airport Permits.

Akron-Fulton Airport
Application
for
Airport Lease Agreement

SECTION I – General Information

1. Applicant's Name _____
2. Company Name _____
3. Address _____ Airport/State/Zip _____
4. Telephone _____ E-mail Address _____

SECTION II – Other Information

1. Type of Aeronautical Activity
FBO ___ SASO (Specify) _____ Other (Specify) _____
2. Proposed Date of Commencement _____
3. Proposed Date of Termination _____
4. Proposed Location

SECTION III – Required Documentation Enclosed (Check each box)

___ Letter or proposal providing detailed description of the nature of the proposed aeronautical activity, professional qualifications of management personnel, business plan, previous

experience and other relevant information

- ___ Description, preliminary drawings and cost estimates of any proposed capital improvements, if applicable, including compliance with FAA-approved ALP
- ___ A current financial statement prepared in accordance with generally accepted accounting practices
- ___ Written listing of assets owned, leased or being purchased that will be used in the business on the Airport (copies of sub-leases or purchase contracts may be attached)
- ___ A current credit report covering all areas of business in past five years
- ___ Listing of all corporate or business entities with which principal(s) have been involved in the last year, including legal name

SECTION IV – Certification

Signature of Applicant _____

Name (Printed) _____ Title _____

Date _____



Mail Completed Application To:

**Akron Engineering Bureau
166 S. High Street, Room 701
Akron, Ohio 44308**

Lease Agreement Approved by City of Akron: _____
Date

Akron-Fulton International Airport

Application for Airport Permit

SECTION I – General Information

1. Applicant's Name _____
2. Company Name _____
3. Address _____ Airport/State/Zip _____
4. Telephone _____ E-mail Address _____

SECTION II – Other Information

1. Type of Permitted Aeronautical Activity
Self-Service _____ Other (Specify) _____
2. Proposed Date of Commencement _____
3. Proposed Date of Termination _____
4. Proposed Location

SECTION III – Required Documentation Enclosed (Check each box)

- Letter or proposal providing detailed description of the nature of the proposed aeronautical activity, professional qualifications of personnel, facility on Airport to be used and other relevant information
- Proof of applicable insurance coverage as required

___ If self-fueling, understand and meet all requirements of Section VII(A) of Airport Minimum Standards

SECTION IV – Certification

Signature of Applicant _____

Name (Printed) _____ Title _____

Date _____



Mail Completed Application To:

**Akron Engineering Bureau
166 S. High Street, Room 701
Akron, Ohio 44308**

Permit Approved by City of Akron: _____
Date