



**FORT WAYNE-ALLEN COUNTY
AIRPORT AUTHORITY**

FORT WAYNE INTERNATIONAL AIRPORT
SMITH FIELD AIRPORT

**NOTICE TO PUBLIC
FORT WAYNE-ALLEN COUNTY AIRPORT AUTHORITY
REQUEST FOR PROPOSALS FOR
AIRCRAFT MAINTENANCE & REPAIR SERVICES PROVIDER
FORT WAYNE INTERNATIONAL AIRPORT**

Notice is hereby given that the Fort Wayne-AlLEN County Airport Authority (the Authority) is soliciting proposals for an Aircraft Maintenance and Repair Service Provider at Fort Wayne International (FWA) for a five-year period beginning approximately March 1st, 2026.

Proposal details may be obtained on the Authority's website at www.fwairport.com, Business, Solicitations & Bidding. Any issued addendums to this bid will be also posted at this site. It will be the responsibility of interested firms to obtain any and all posted addendums.

Sealed proposals must be submitted to the Fort Wayne-AlLEN County Airport Authority, 3801 W. Ferguson Road, Suite 209, Fort Wayne, IN 46809, no later than 3 p.m. November 19th, 2025. The outside of the proposal shall be marked "Proposal for Aircraft Maintenance and Repair Services." No RFP will be accepted by electronic means, all must be received by mail or hand delivered.

All questions must be submitted in writing by email to rbauer@fwairport.com by November 10th, 2025 @ 4:00 P.M.

The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

The Fort Wayne-AlLEN County Airport Authority reserves the rights to reject any and all proposals, to negotiate the terms and conditions of the proposals, to waive irregularities and/or formalities, and to make an award in the manner as determined to be in the Authority's best interest.

FORT WAYNE-ALLEN COUNTY
AIRPORT AUTHORITY

Scott Hinderman, A.A.E.
Executive Director of Airports

A Whole New Altitude



**FORT WAYNE – ALLEN COUNTY AIRPORT AUTHORITY
REQUEST FOR PROPOSALS**

For

**AIRCRAFT MAINTENANCE & REPAIR SERVICES
at the
FORT WAYNE INTERNATIONAL AIRPORT (FWA)
FORT WAYNE, INDIANA**

10/22/2025

**Fort Wayne – Allen County Airport Authority
Request for Proposals
Aircraft Maintenance & Repair Services - FWA**

**Section 1
Notice to Respondents**

The Fort Wayne – Allen County Airport Authority (Authority), is inviting proposals from qualified firms to lease space and provide Aircraft Maintenance & Repair Services at the Fort Wayne International Airport ("Airport" or "FWA") in Fort Wayne, Indiana.

The RFP package can be obtained by prospective Respondents beginning October 22nd, 2025, by visiting the Airport Authority website at <https://fwairport.com/business/solicitations-bidding-projects>. It is the responsibility of each Respondent to frequently monitor the Airport Authority website for any changes or updates affecting this RFP after the original posting date.

Sealed proposals will be received at the Fort Wayne - Allen County Airport Authority, 3801 W. Ferguson Road, Suite 209, Fort Wayne, Indiana, 46809-3142 until 3 p.m. local (EDT) time on November 19th, 2025. Respondents may contact Ryan Bauer via email only at rbauer@fwairport.com with questions regarding this RFP. No more questions will be allowed after November 10th, 2025 at 4pm. All questions and answers will be posted on the Airport Authority's web page listed above via addendum.

A non-mandatory pre-proposal conference will be held on November 3rd, 2025, at the Fort Wayne Aero Center, 4401 Altitude Dr, Fort Wayne, IN 46809, in the 2nd Floor Conference Room, beginning at 1pm, local time. An optional tour of the facilities will be conducted following the meeting. People with disabilities may make requests for reasonable accommodations no later than 48 hours in advance in order to attend this pre-proposal conference. Respondents may contact Ryan Bauer, with questions regarding pre-proposal meeting access. The right to reject any and all proposals or to accept any proposal that is deemed to be more advantageous to the public and the Fort Wayne - Allen County Airport Authority is reserved.

Respondents are encouraged to thoroughly review the current Minimum Standards and Rules & Regulations for Aircraft Maintenance Services as defined by the requirements of this RFP. See the attachments in the Appendix of this RFP. In submitting a Proposal, Respondent shall be responsible for all costs, including travel, incurred in the preparation and delivery of their proposal. Respondent agrees not to seek reimbursement for such costs from the Fort Wayne - Allen County Airport Authority, regardless of whether Respondent is selected or not.

**Request for Proposals
Aircraft Maintenance & Repair Services – FWA**

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**Request for Proposals
Aircraft Maintenance & Repair Services - FWA**

**Section 3
Schedule**

RFP Available	October 23 rd , 2025
Pre-Proposal Conference	November 3 rd , 2025 at 1pm
Deadline for Questions	November 10 th , 2025 at 4pm
Proposals Due	November 19 th , 2025 at 3pm
Interviews	December 1 st , 2025
Contract Award	December 15 th , 2025
Contract Commencement	March 1 st , 2026 – May 1 st , 2026 (estimated)

Respondents or their agents are instructed not to contact selection committee members, Airport employees, agents or contractors of the Fort Wayne - Allen County Airport Authority, or members of the Airport Administration or Airport Authority, or externally manipulate or influence the procurement process in any way, other than through the instructions contained herein, from the date of release of this RFP to the date of execution of the Agreement resulting from this solicitation. The Fort Wayne - Allen County Airport Authority, in its sole discretion, may disqualify Respondents in violation of this paragraph.

**Request for Proposals
Aircraft Maintenance & Repair Services - FWA**

**Section 4
General Overview**

1. REQUEST FOR PROPOSAL ("RFP")

The Fort Wayne - Allen County Airport Authority is soliciting competitive proposals from qualified firms ("Respondent" or "Respondents") to lease space and provide an Aircraft Maintenance & Repair Service operation for aviation users of the Fort Wayne International Airport ("Airport" or "FWA") in Fort Wayne, Indiana. The selected Aircraft Maintenance Operator shall at a minimum comply with 14 CFR Part 43 and shall be capable of providing maintenance and repair to aircraft in the following categories: single and multiple engine piston, turboprop, and turbojet aircraft. Additional consideration will be given to those respondents capable of handling on-demand maintenance services to air carrier type aircraft. Respondents not capable of providing maintenance and repair to all aircraft categories listed above are also encouraged to submit a competitive proposal for full consideration and evaluation as outlined in Section 9.

Objectives

The selected Aircraft Maintenance Operator will be required to lease an existing hangar and maintenance facility to facilitate a growing market for based and itinerant general aviation aircraft and commercial aircraft. The respondent shall manage the maintenance operation at a minimum, in compliance with the Fort Wayne - Allen County Airport Authority objectives which includes the published Airport Rules and Regulations and Minimum Standards. The Authority objective includes the desire to meet the demands of Airport users for aircraft maintenance services and to act as an ambassador of the community. As the operator of the Airport, it is the goal of the Authority to maximize the efficiency of the Airport while offering the business and general aviation community the highest quality airport facilities and services through the development of a competitive and safe airport. Consideration will be given to those Respondents that offer the most creative, sustainable, environmentally friendly, safe, and high-quality service experience available. Knowledge of the marketplace, investment, local job creation, and non-discriminatory hiring practices are also critical.

Community Background

The Fort Wayne - Allen County Airport Authority is in the process of determining the interest of professional aviation service providers regarding the lease of space and operation/management of an Aircraft Maintenance & Service Provider at the Fort Wayne International Airport (FAA Identifier FWA).

FWA is located within the borders of the City of Fort Wayne, and is located in northeastern Indiana along the I-69 corridor, which transits north and south from central Michigan south to Indianapolis. Fort Wayne is the seat of Allen County and is part of a general metropolitan area that includes Allen, Wells, and Whitley Counties. Fort Wayne is the second largest city in Indiana (after Indianapolis), with an estimated population of over 264,000. Within the entire Fort Wayne Metropolitan Statistical Area (MSA), which includes 8 counties, there are over 645,000 people.

Due to the location, population, transportation infrastructure, and other attributes, the Fort Wayne region has become home to many diverse businesses. The growing community includes manufacturing, transportation/logistics, insurance, health care, financial, hospitality and higher education. Some of the more recognizable organizations in the area include Parkview Health Systems, Lutheran Medical Network, General Motors, Lincoln Financial, BF Goodrich, BAE Systems, and Indiana and Purdue Universities.

Airfield Information

The airfield at FWA includes three active runways and a control tower that operates 24 hours daily. The airfield is within the FAA Chicago Center (ARTCC). The primary runway is 5/23, which is 11,981 feet in length and 150 feet wide. This runway consists of grooved asphalt and concrete and is rated in good condition by the FAA. Runway 5/23 has a precision ILS instrument approach on runway 5, high intensity approach lighting system, and a 4-light PAPI approach on runway 23. 5/23 has a weight bearing capacity of 120,000 lbs. single wheel, 203,000 lbs. double wheel, 357,000 pounds double tandem, and 847,000 lbs. dual double tandem configuration.

The second runway is 14/32 which is 8,002 feet long by 150 feet wide. This runway is asphalt and concrete grooved in good condition with a weight bearing capacity of 120,000 lbs. single wheel configuration up to 799,000 lbs. dual double tandem. Runway 14/32 has a 4-light PAPI approach on both runway ends, and a full ILS/DME approach on runway 32. The third runway, 9/27, is 4,001 feet long by 75 feet wide and is a non-precision asphalt and concrete landing surface that has a landing capacity of 430,000 lbs. dual double tandem configuration.

There are four passenger air carriers that serve FWA. Allegiant, who operates Airbus A319, A320 and 737 Max8 aircraft; American Airlines, which operates CRJ 700 and 900, as well as ERJ 145 and 175 aircraft; Delta Airlines who operates CRJ 700 and 900 aircraft; and United, which operates CRJ 700 aircraft.

According to the FAA Air Traffic Activity Data System (ATADS) the following table represents the operational data (takeoffs and landings) at FWA from 2020 through 2024.

Fort Wayne International Airport Aircraft Operations					
Year	Air Carrier	Air Taxi	General Aviation	Military	Total Operations
2020	7,075	7,724	18,069	2,694	35,562
2021	9,191	7,740	20,987	2,882	40,800
2022	7,460	9,608	19,782	2,630	39,480
2023	8,471	8,819	20,575	1,892	39,757
2024	8,606	9,394	20,735	1,746	40,481

Currently, there are approximately 69 based aircraft at FWA including 38 single-engine, 7 multi-engine, 22 jets, and 2 helicopters. The following table represents the historical data for based aircraft at FWA.

Fort Wayne International Airport Based Aircraft					
Year	Single Engine	Multi Engine	Jets	Helicopters	Total
2020	24	6	14	1	45
2021	25	6	15	1	47
2022	42	8	16	2	68
2023	46	8	17	2	73
2024	38	7	22	2	69

Facility Information

The selected Respondent is required to lease Hangar No. 2041 at the Airport to provide the Aircraft Maintenance Services identified herein. This facility reflects a hangar door that is 118 feet wide and 30 feet high (clear span) and encompasses the following:

Component	Building Area (S.F.)
Hangar Floor	15,605
Office Area	4,438
Shop Area	5,173
Mezzanine	2,170
Total SF	27,386

Maintenance Hangar Complex



2. AGREEMENT

The Fort Wayne - Allen County Airport Authority intends to enter into a lease agreement ("Agreement") with the selected Respondent beginning between approximately March 1st, 2026, and May 1st, 2026, and continuing for a base period of five (5) years. The Fort Wayne - Allen County Airport Authority may determine to negotiate option terms with the selected Respondent based upon investment and job creation. The standard Agreement Form is attached to this RFP as an Appendix. The form agreement is provided for information purposes only. The Fort Wayne - Allen County Airport Authority may modify the terms of the agreement at any time prior to execution.

All Respondents submitting proposals shall be those firms prepared to enter the written agreement, and manage and perform the services herein. No franchising, assignment, or distribution of the work shall be permitted unless the subcontracting relationship is proposed under this RFP and accepted by the Fort Wayne - Allen County Airport Authority.

3. ETHICS REQUIREMENTS

Respondents and the selected Respondent must agree to comply with and be governed by Fort Wayne - Allen County Airport Authority's ethics standards.

REPRESENTATION REGARDING ETHICAL STANDARDS FOR AIRPORT OR AUTHORITY OFFICERS, EMPLOYEES, AND FORMER OFFICERS AND EMPLOYEES.

The Respondent represents that it has not: (1) provided an illegal gift or payoff to any officer or employee or former officer or employee of the Authority or Airport, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for an Authority, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the Airport or Authority's ethical standards; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, an Authority or Airport officer or employee or former Authority or Airport officer, employee or representative.

4. POINT OF CONTACT - EXPLANATION BY ADDENDUM ONLY

No interpretation of the meaning of any provision in this RFP, nor correction of any apparent ambiguity, inconsistency, error, or any other matter pertaining to this RFP shall be made to the Respondent orally. Every request for interpretation or additional information regarding this RFP shall be made in writing, via e-mail, to Ryan Bauer, rbauer@fwairport.com at the Airport Authority. The deadline for all questions shall be at 4:00 p.m. local (EDT) time on November 10th, 2025. The Fort Wayne - Allen County Airport Authority shall not be obligated to respond to requests for such interpretation or correction. By signing and submitting a response to this RFP, Respondent acknowledges that it has obtained all materials on the Fort Wayne - Allen County Airport Authority website, including any addenda to this RFP.

5. RESPONDENT JUDGMENT

It is the responsibility of each Respondent to carefully examine this RFP and to judge for itself all of the circumstances and conditions which may affect its proposal and subsequent operation and management of Airport's concession pursuant to the agreement. Any data furnished by the Authority is for informational purposes only and is not warranted. Respondent's use of any such information shall be at Respondent's own risk. Failure on the part of any Respondent to examine, inspect, and to be completely knowledgeable of the terms and conditions of the concession requirements, operational conditions, or any other relevant documents or information shall not relieve the selected Respondent from complying fully with this RFP or subsequent Agreement.

The Airport Authority will consider Proposals from any qualified Proposer which, based solely upon its own evaluation of the demand for such services at the Airport, determines that it would be interested in performing Aircraft Maintenance Services for aircraft operating at FWA.

6. PROPOSAL REQUIREMENTS

The submittal requirements are outlined in Section 5 and in Section 8 of this RFP. The proposal must include, at a minimum, responses to each required topic. Respondents are requested to respond in full, complete, narrative sentences. Respondents may also address other relevant issues that they consider to be critical to the success of the operation.

7. EVALUATION CRITERIA

Proposal evaluation criteria are outlined in Section 9 to this RFP. The Selection Committee will consider the reasonableness of all documents, the presentations/interviews, the response to the RFP, information gained while evaluating responses, and any other relevant information to make its determination. The Committee's selection will be that Respondent which, in the Committee's sole opinion and discretion, exhibits the necessary expertise and experience, as well as the best value to the Authority, in terms of the leasing of the maintenance facility and provision of the Aircraft Maintenance Services identified herein.

8. INSURANCE AND BONDS

The selected Respondent, at a minimum and at its own cost and expense, shall secure and maintain the following policies of insurance and bonds:

- A. All insurance types, to include fire and windstorm coverage on the leased buildings, liability and other coverage and limits as described in the attached Minimum Standards and Agreement Form.
- B. All policies of insurance and bonds provided shall be issued by insurance companies qualified to do business in the State of Indiana, and listed on the United States Treasury Department's current Department of Treasury Fiscal Services List 570, or shall have a rating of not less than "A-" in the most current available A.M. Best Co., Inc.'s Best Insurance Report.

9. PRE-PROPOSAL CONFERENCE AND SUBMISSION DATE

A non-mandatory pre-proposal conference will be held on November 3rd, 2025, at the Fort Wayne Aero Center, 4401 Altitude Dr, Fort Wayne, IN 46809, in the 2nd Floor Conference Room, beginning at 1pm, local time. An optional tour will be conducted following the meeting. People with disabilities may make requests for reasonable accommodations no later than 48 hours in advance in order to attend this pre-proposal conference. Respondents may contact Ryan Bauer, with questions regarding pre-proposal meeting access. The right to reject any and all proposals or to accept any proposal that is deemed to be more advantageous to the public and the Fort Wayne - Allen County Airport Authority is reserved.

10. ADDITIONAL INFORMATION AND INQUIRIES

- A. The Authority reserves the right to cancel or modify the terms of this RFP at any time. The Authority will provide Respondents with written notice of the cancellation or modification. The Authority additionally reserves the right to accept or reject any or all proposals.
- B. Respondents or their agents are instructed not to contact the Selection Committee members, Authority employees, agents or contractors of the Authority or Airport, or members of the Authority, or externally manipulate or influence the procurement process in any way, other than through the instructions contained herein, from the date of release of this RFP to the date of execution of the Agreement resulting from this solicitation. Fort Wayne - Allen County Airport Authority, in its sole discretion, may disqualify Respondents in violation of this paragraph.

11. RESPONDENTS PREPARATION COSTS

In submitting a Proposal to this RFP, Respondent shall be responsible for all costs, including travel, incurred in the preparation of said proposal. Respondent agrees not to seek reimbursement for such costs from the Authority or Airport regardless of whether Respondent is selected or not.

**Request for Proposals
Aircraft Maintenance & Repair Services - FWA**

**Section 5
Submittal and Qualification Requirements**

1. SUBMISSION DATE

Proposals must be physically received in the Allen County Airport Authority, not later than 3 p.m. local (EDT) time on November 19th, 2025, addressed for regular surface mail to:

Respondents may mail, hand deliver, or courier their proposals to:

**Mr. Ryan Bauer
Airport Development Manager
Allen County Airport Authority
3801 Ferguson Road, Suite 209
Fort Wayne, Indiana, 46809-3142**

The Selection Committee may elect to short-list two or more of the Respondents for interviews to further clarify their Proposal. The short-listed Respondents interview will be held on December 1st, 2025, and will be provided with written information with respect to the interview format. Thereafter, the Airport Authority also has the option to interview one or more of the short-listed Respondents prior to making an award.

2. SUBMITTAL REQUIREMENTS

- A. One (1) original and three (3) printed copies, and one (1) PDF copy on USB thumb drive of the Proposal shall be submitted. No electronic submissions (via e-mail) will be allowed or accepted. Proposal must be submitted in a sealed package with Respondent's name, address, submittal date, and the words "Proposal for Aircraft Maintenance and Repair Services" on the outside of the package. Proposals must be complete and must contain all of the information and documents required in this RFP. Proposals will become the property of the Authority and will not be returned to Respondents.
- B. Proposals shall be single-sided and limited to thirty (30) pages in length, excluding cover sheets, financials, and any specifications and/or diagrams.
- C. The Proposal Form, included with this RFP as Section 12, must be completed and returned with the proposals.
- D. Respondents must complete and submit the Affidavit of Non-Collusion that is included as Section 13 to this RFP.

- E. Respondents are instructed not to add, delete, or alter any of the terms and conditions of these RFP documents. If Respondent makes any changes to any of the documents, Authority may, in its sole discretion, reject the Proposal.
- F. Each proposal shall be accompanied by a bank cashier's check, certified check, or proposal bond payable to Fort Wayne - Allen County Airport Authority in the amount of Five Thousand Dollars (\$5,000). The check or bond shall be given as security to guarantee that the successful Respondent will enter into lease of the maintenance facility and associated Aircraft Maintenance and Services Agreement. The check or bond will be forfeited and surrendered to Authority should the selected Respondent fail to enter into Agreement. Checks or bonds will be returned to unsuccessful Respondents within thirty (30) days from the date Agreement is executed.
- G. The Fort Wayne - Allen County Airport Authority is subject to the requirements of the Freedom of Information Act and Indiana public records laws. All materials submitted by Respondent to the Authority are subject to disclosure unless such materials are exempt from disclosure pursuant to FOIA. The burden of claiming an exemption from disclosure shall rest solely with each Respondent. Any materials for which Respondent claims a privilege from disclosure shall be submitted marked as "Confidential" and accompanied by a statement from Respondent explaining Respondent's claim of exemption from disclosure. Respondent specifically waives any claims against Authority related to disclosure of any materials required by FOIA. In order to comply with FOIA, please note the following:
 - i. Respondent shall not stamp all materials confidential. Only those materials for which a claim can be made under the act, such as trade secrets, , non-public financial information, etc., should be stamped. Pricing offered to the Authority may not be submitted as proprietary.
 - ii. Respondent must submit a letter stating the reasons for claiming confidentiality for every type of information that is stamped. Failure to submit this letter may result in the publication of this information.

3. QUALIFICATIONS OF RESPONDENTS

To be considered for award, Respondents must submit their proposals in a timely manner and in proper form. Respondents must provide evidence that they are fully competent and that they have the necessary experience and capability to fulfill Agreement requirements. Respondent must have, at a minimum, the following qualifications:

- A. Respondent shall have a minimum of three (3) years of combined successful, continuous, and recent experience in the operation and management of an FAA Licensed Aircraft Maintenance operation at a commercial service and/or general aviation airport of similar size or larger than FWA.
- B. Respondent must demonstrate financial responsibility. Respondents shall submit the past three (3) years of financial statements prepared in accordance with generally accepted accounting principles and with an independent CPA's statement attached. (Audited financials are not required.) Any existing debt or previous default on an Agreement with the Authority, State, or Fort Wayne - Allen County Airport Authority may be cause for immediate rejection of the proposal. Any failure to fulfill the previous provisions of any previous Agreement with the Authority, State, or Airport may be cause for rejection of the proposal and disqualification of the Respondent.
- C. Respondent must demonstrate, in Authority's sole determination, a net worth sufficient to sustain the business operations required to be performed and maintained pursuant to Agreement requirements.
- D. Respondent must be qualified and licensed to conduct business in the State of Indiana. If not qualified and licensed, Respondent must confirm in writing that, if selected, such licensing will be obtained within thirty (30) days following notice of selection.

4. RESPONDENTS PREPARATION COSTS

In submitting a Proposal, Respondent shall be responsible for all costs, including travel, incurred in the preparation of said proposal. Respondent agrees not to seek reimbursement for such costs from the Fort Wayne - Allen County Airport Authority regardless of whether Respondent is selected or not.

**Request for Proposals
Aircraft Maintenance & Repair Services - FWA**

**Section 6
Leasehold Area and Minimum Requirements**

- A. There is no specific minimum capital investment requirement set forth in this RFP. It is at the discretion of the Respondent to provide a development and investment schedule that they feel is representative of their vision for the maintenance operation. Respondents should prepare a preliminary investment plan and development timetable as part of their proposal if the respondent deems it appropriate. It should be noted that Respondents in addition to the rent proposed for the lease of the maintenance facility identified herein, the selected Respondent will be responsible for paying standard ground and/or facilities rent (at the prevailing Authority rate) for any expansion areas proposed. The extent of this additional capital investment is at the discretion of the Respondent and shall be based upon their sole opinion of market demand. However, the Respondent's minimum investment commitment, both initial and long-term, shall be included as part of the proposal and will be part of the evaluation criteria.
- B. The lease of Hangar No. 2041 shall be subject to a minimum annual fixed rent. Moreover, the successful Respondent shall accept the maintenance facility premises identified herein on an "as is" basis and will be responsible for the completion of all improvements necessary to make the premises suitable for aircraft maintenance operations consistent with the requirements of this RFP at their sole expense. The successful Respondent shall be responsible for any required upgrades or modifications necessary at the commencement of and during the entire term of the lease, to include any renewal options/extensions.
- C. The rights to be granted to the selected Respondent are non-exclusive. While the Authority does not currently have any agreements at FWA with other entities who provide any of the services contemplated under this RFP, the Authority cannot offer any guarantee that such agreements may not be negotiated in the future. It is the sole responsibility of Respondents to determine the feasibility of the proposed maintenance operation.
- D. The selected Respondents will meet the requirements of the State of Indiana, local Authority Codes, the Rules and Regulations, and Minimum Standards at FWA. Respondents shall propose annual rental amounts deemed appropriate for the opportunity.
- E. Additional consideration will be given to the Respondent who provides the most creative, green, sustainable, and environmentally sound, and user-friendly improvements/development of the leasehold area. In addition, the Authority encourages Respondents to offer facility and development proposals that are consistent with the local culture and environment of the Fort Wayne region.

**Request for Proposals
Aircraft Maintenance & Repair Services - FWA**

**Section 7
Non-Discrimination**

NON-DISCRIMINATION

The following language will be incorporated into the written agreement between the selected Respondent and Authority:

"This agreement is subject to the requirements of the U.S. Department of Transportation's regulations 49 CFR Part 23, and Part 26. The tenant agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, creed, or sex in connection with the award or performance of any concession agreement covered by 49 CFR Part 23, and Part 26.

The successful Respondent agrees to include the above statements in any subsequent sublease or concession agreements that it enters and cause those businesses to similarly include the statements in further agreements."

**Request for Proposals
Aircraft Maintenance & Repair Services - FWA**

**Section 8
Proposal Response Format and Requirements**

All of the information requested below must be included in Respondent's response to this RFP. Respondents are requested to respond in full narrative form and to include charts or other illustrations as appropriate. Responses are to be given in the same order as listed below, and each inquiry is to be restated prior to its response. Omission, inaccuracy, misstatement, or failure to respond may cause the rejection of the proposal.

Please follow the same format set forth below for your response. The following information must be submitted.

1. Respondent Information

Name of Respondent: _____

Address: _____

Phone Number: _____

Fax Number: _____

Contact Person: _____

E-Mail: _____

Type of Entity: _____

2. Ownership and Management Experience

- A. Respondent's experience during the previous three (3) years in owning and managing Aircraft Maintenance Operations. For each location operated, please specifically describe the Respondent's experience at reliever airports. Describe the type of aircraft maintained.
- B. List all agreements that relate to your relevant experience for each of the locations identified (no more than 5). Include the name, addresses, and e-mail of contact persons at each airport for verification and background information.
- C. Provide the date of incorporation, state in which entity is incorporated, and or type of entity, LLC or other. List former name(s) of proposing entity within the past five (5) years. Provide the firm's Federal Tax ID number.

- D. Provide the names and addresses of all beneficial owners of Respondent, including non-owner managers.

3. Financial Strength of Respondent

- A. Provide information demonstrating Respondent's financial strength and ability to successfully operate the maintenance operation. Include three years of financial statements that indicate the strength of the Managing Entity.
- B. Describe in detail, the method and source in which capital funding will be appropriated for the development of the operation at the Fort Wayne International Airport (FWA).

4. Proposed Payment to Authority

The proposed rent structure at FWA shall reflect the cost of the services to be provided by the awardee in annual rent per square foot for Hangar No. 2041. The rental rate should assume "triple net" lease terms with the tenant responsible for all operating expenses and capital investment. It should be noted that the following rate is an estimated range only. Respondents shall propose rents that support their business model at FWA and may propose rents falling outside of this estimated range at their discretion. The Authority's Estimated Proposed Rental Rate Range for Hangar No. 2041 is:

Hangar No 2041

\$1.51 - 3.03 Per Square Foot/Year

Respondents shall use the following format to provide their financial offer in response to the RFP.

Annual Revenue to Authority

Hangar Complex – **27,386** S.F. @\$_____S.F./Year \$_____
(Estimated: \$1.51 - \$3.03/S.F./Year)

Other Proposed Fees Payable to Authority, if applicable \$_____

Please provide additional comments and explanations of proposed fees as an attachment to your proposal.

5. Business Plan

- A. All Respondents are required to meet the Minimum Standards for maintenance operations at FWA. This includes minimum operating times, service requirements, maintenance and aircraft operations and other minimum facility requirements. Respondents are required to review the FWA Minimum Standards located in the Appendix of this RFP and discuss how you will meet or exceed these requirements.
- B. Describe the facility improvements and services to be provided as part of the proposed operation. Provide detailed data regarding customer facilities that distinguish your operations.
- C. Describe your plans to generate new additional aviation activity and business at the Airport.
- D. Describe your overall service standards including, hangar operation policies, quality control procedures, customer conflict resolution, employee training, customer service and security policies/procedures.
- E. Provide a detailed list of all proposed major service capabilities.
- F. Describe any other services you plan to provide, not already identified in the Minimum Standards.
- G. Include a complete written narrative description of the Respondent's marketing plan that outlines specific actions the Respondent would implement to attract new customers to FWA, including both based and itinerant customers.
- H. Please describe in detail the planned ongoing maintenance and upkeep of existing and proposed facilities.
- I. Provide an organizational chart showing the proposed personnel responsible for the overall management and operation. Respondent should identify the person who will be responsible for the day-to-day operation of the facility and how the Respondent intends to hire local personnel and management that are experienced with the FWA airport. Provide a detailed matrix of the staffing levels by hour of the day and day of the week.
- J. Provide a spreadsheet of projected gross revenues and expenses by category, for the first five (5) years of operation and demonstrate your operational plan for increasing revenues on an annual basis.

6. Proposed Facilities and Capital Investment

- A. Describe the long-term development and/or any new facilities or improvements planned for the future at the FWA site.

B. Proposed Total Capital Investment over the term of the agreement and a schedule for the investment.

7. Fee

Complete and submit the "Proposal Form," which is attached to this RFP as Section 12.

8. Schedule

Submit a construction and/or development and transition schedule for the future proposed capital investments and start-up of operations.

9. Financial and Business References

Submit references from the following:

At least one bank or financial institution

At least one landlord/sponsor

At least one supplier

2-3 customer testimonial letters or recommendations

10. Bid Security

Submit a bank cashier's check, certified check, or proposal/bid bond payable to The Fort Wayne - Allen County Airport Authority in the amount of **\$5,000**. Checks submitted as a bid security are deposited into the Fort Wayne - Allen County Airport Authority account.

**Request for Proposals
Aircraft Maintenance & Repair Services - FWA**

**Section 9
Evaluation Criteria and Basis for Award**

EVALUATION CRITERIA

Initially, a review of each proposal will be completed by Fort Wayne - Allen County Airport Authority staff to ensure compliance with the terms, conditions, and requirements of the RFP. Any proposals that fail to meet all of the Minimum Qualifications listed in Section 5.3 of the RFP shall be deemed non-responsive.

Award will be made to Respondent who, in the Fort Wayne - Allen County Airport Authority's sole judgment, is most responsive in meeting the Authority's requirements associated with the aircraft maintenance operation at FWA. The evaluation criteria and the weighted percentage are as follows:

1. Ownership and Management Experience (15%)
2. Financial Strength (15%)
3. Proposed Payment to Authority (15%)

Respondent's proposal to provide rents and fees as described herein.

4. Proposed Facilities and Capital Investment (20%)
5. Overall Business Plan (25%)

Respondent's ability to establish a high-quality operation with proven procedures, reasonable pricing policies, customer service acumen, stringent training, and high levels of safety and security.

6. Management and Staffing (10%)

Each member of the selection committee shall use the percentage weights above to establish their own ranking of the Respondents. The committee shall then use these individual rankings to establish an aggregate ranking of all the acceptable proposals.

The Selection Committee and Airport Authority reserve the right to conduct interviews with the highest ranked Respondents. Respondents are reminded that the Selection Committee shall look at the reasonableness of all aspects of the proposal and shall, in the selection committee's sole judgment, choose the Respondent with the best overall proposal. If needed, interviews may be done virtually.

**Request for Proposals
Aircraft Maintenance & Repair Services - FWA**

**Section 10
Service Requirements**

1. MINIMUM SERVICE REQUIREMENTS

The selected Aircraft Maintenance Operator shall comply with the Authority's Minimum Standards along with the requirements of 14 CFR Part 43, at a minimum. Operator shall be capable of providing maintenance and repair to aircraft in the following categories: single and multi-engine piston, turboprop, and turbojet aircraft. Additional consideration will be given to those respondents capable of handling on-demand maintenance services to air carrier type aircraft. Respondents not capable of providing maintenance and repair to all aircraft categories listed above shall outline the specific categories and services they are able to provide and those they are unable to provide.

2. MINIMUM OPERATING REQUIREMENTS

Following are minimum operating requirements for the operation:

- A. At all times, the operator will employ a sufficient number of personnel necessary to ensure prompt, courteous, and efficient service.
- B. At a minimum, the maintenance operation will be open to the public from 8:00 AM to 5:00 PM weekdays, with on-demand services available 24 hours daily. The operation must be available on-call for all non-business hours with a minimum response time of 60 minutes.
- C. The operator will select and employ a full-time, experienced on-site manager, fully authorized to represent, and act on behalf of the selected operator in all matters pertaining to the day-to-day operation of the facility.
- D. The operator will provide regular monitoring and timely response for repair of equipment and reimbursements resulting from malfunction.
- E. The Aircraft Maintenance Operation shall be kept in a clean, neat, businesslike, and orderly condition at all times. The operator will provide for timely disposal of trash and debris off Airport. Routine maintenance for repairs, cleaning, and sanitizing must be performed on a regular basis to ensure clean, safe, and operational equipment.
- F. The operator shall comply with all requirements of the Americans with Disabilities Act (ADA).

3. RESTRICTED USE OF CONCESSION SPACE & PROHIBITED ITEMS

The following is a list of restrictions that the Authority requires all concessionaires/tenants to follow in connection with the use of Airport facilities.

- A. Any form of advertising for persons/firms other than the successful Respondent unless otherwise pre-approved in writing by Authority.
- B. Banner ads or similar displays.
- C. Storage. Storing hazardous or combustible materials on the Premises or anywhere else on the leasehold except as used in the normal course of business; storing merchandise outside or adjacent to the Premises; and storing or placing merchandise, trash, or other materials so as to impair access into the Premises.
- D. Alcoholic Beverages. Selling or allowing the sale of any intoxicating or alcoholic beverages in or on any part of the Premises is prohibited. The selected Respondent shall not allow the consumption of any intoxicating or alcoholic beverages on the Leased Premises by anyone not of legal age.

4. UTILITIES AND MAINTENANCE

If needed, the successful Respondent will be responsible for bringing in power, cable, and other utilities required (including the installation of utility meters) at its sole expense. The successful Respondent will be solely responsible for all charges and fees for utilities separately metered to the Premises. The successful Respondent also will be solely responsible for all maintenance, repair, and janitorial services associated with the operation.

If chemicals are used, Material Safety Data Sheets (MSDS) must be submitted to Authority within ten (10) calendar days prior to the commencement of operations.

5. NON-EXCLUSIVITY

This Request for Proposal and the selection of a successful respondent does not establish any exclusivity of an aircraft maintenance provider at FWA. The Authority may, at any time, solicit proposals or enter into negotiations for additional maintenance services at the sole discretion of the Authority.

**Request for Proposals
Aircraft Maintenance & Repair Services - FWA**

**Section 11
Leasehold Location**

**Leasehold Area
Hangar 2041**



**Request for Proposals
Aircraft Maintenance & Repair Services - FWA**

**Section 12
Proposal Form**

PROPOSAL FORM

Submitted by:

Name: _____

Address: _____

Telephone: _____

Facsimile: _____

Federal Tax ID Number: _____

The undersigned Respondent, promising that it is representing only itself and no other third party, hereby submits to the Fort Wayne - Allen County Airport Authority this proposal for the lease of space and operation of an Aircraft Maintenance business at the Fort Wayne International Airport.

The undersigned, having examined carefully the RFP and the Agreement and become familiar with all of the terms and conditions specified in the RFP and the Lease and Operating Agreement, and completed answers to questions, hereby submits this Proposal as and for compensation for the privilege of and permission to operate the business opportunity, to be paid to the Authority by the undersigned in consideration of the execution of the Agreement and the performance of all terms and conditions therein agreed by Respondent on its part to be kept and performed.

Respondent: _____

By: _____

Signature: _____

Title: _____

Date: _____

(Note: If a partnership, a general partner must sign; if a corporation, an authorized corporate officer must sign.)

Respondent's Acknowledgement of Addenda Received: By signing and submitting this RFP, Respondent acknowledges that it has registered on the Fort Wayne - Allen County Airport Authority website and has viewed all materials on the website, including any addenda to this RFP.

Request for Proposals
Aircraft Maintenance & Repair Services - FWA

Section 13
Affidavit of Non-Collusion

Request for Proposals
Aircraft Maintenance & Repair Services - FWA

Section 13
Affidavit of Non-Collusion

NON-COLLUSION AFFIDAVIT
Full-Service Aircraft Maintenance Operation
Fort Wayne - Allen County Airport Authority

STATE OF _____)
) ss.
COUNTY OF _____)

of lawful age, being first duly sworn, on oath says, that s/he is the agent authorized by Respondent to submit the attached proposal. Affiant further says that the bid proposal filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not, directly or indirectly, induced or solicited any other bidder to put in a false or sham bid, and has not, directly or indirectly, colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone else shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit, or cost element of such bid price or that of any other bidder, or to secure any advantage against the Authority or anyone interested in the proposed contract; that the bidder has not been a party to any collusion with any official of the Authority or any employee of the Fort Wayne - Allen County Airport Authority as to quantity, quality or price in the prospective contract, or any other terms of said prospective contract; that the bidder has not been a party to any collusion in any discussion between bidders and any official of the Airport or any employees of the Fort Wayne - Allen County Airport Authority concerning exchange of money or other things of value for special consideration in submitting a sealed proposal for the privilege of operating and managing aircraft maintenance services at the Fort Wayne International Airport; that all statements contained in such bid are true; that bidder has not, directly or indirectly, submitted her/his bid price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto. Further, affiant saith not.

Respondent Name _____

Signature and Title*

**Request for Proposals
Aircraft Maintenance & Repair Services - FWA**

**Section 14
Statistical Information**

SUMMARY STATISTICAL INFORMATION

The latest statistical data includes the FWA based aircraft and estimated operations for the 12-month period ending December 31, 2024.

Fort Wayne International Airport		
Year	Total Operations	Based GA Aircraft
2024	40,481	69

Currently, there are approximately 69 based aircraft at FWA including 38 single engine, 7 multi engine/turboprop, 22 Jets, and 2 helicopters.

It is the responsibility of each Respondent to carefully examine this RFP and to judge for itself all of the circumstances and conditions which may affect its proposal and subsequent operation of the aircraft maintenance concession pursuant to the Agreement. Any statistical or other data furnished by Authority is for informational purposes only and is not warranted. Respondent's use of any such information shall be at Respondent's own risk. Failure on the part of any Respondent to examine, inspect, and to be completely knowledgeable of the terms and conditions of the Agreement, operational conditions, or any other relevant documents or information shall not relieve the selected Respondent from fully complying with this RFP or the Agreement.

APPENDIX

A. SAMPLE LEASE AGREEMENT

The form agreement is provided for information purposes only. Authority may modify the terms of the agreement at any time prior to execution.

Aircraft Maintenance and Repair Services Lease and Concession Agreement

Between

**Fort Wayne - Allen County Airport Authority
Aviation Authority**

And

2025

FORT WAYNE-ALLEN COUNTY AIRPORT AUTHORITY

STANDARD BUILDING LEASE

This Standard Building Lease (“Lease”), made and entered into as of the date set forth below, by and between **FORT WAYNE-ALLEN COUNTY AIRPORT AUTHORITY**, an Indiana municipal corporation (“Landlord”), and **TENANT** a limited liability company organized and existing under the laws of the State of Indiana (“Tenant”);

WITNESSETH THAT, in consideration of the rents, covenants and agreements hereinafter set forth, such parties enter into the following agreement:

ARTICLE I **EXHIBITS**

The exhibits listed below and attached to this Lease are incorporated herein by this reference:

Exhibit “A”	Description of the parcel of real estate herein demised to Tenant and the building floor plan.
Exhibit “B”	Copies of all environmental permits, licenses and approvals held by Tenant in connection with the premises herein.
Exhibit “C”	Preventative Maintenance Schedule
Exhibit “D”	Fort Wayne International Airport Commercial Minimum Standards Ordinance and Fort Wayne International Airport Regulations Ordinance
Exhibit “E”	Matrix of Maintenance and other obligations
Exhibit “F”	Specialized Aeronautical Service Operator (SASO) Agreement

ARTICLE II **PREMISES AND TERM**

Section 2.1 Premises.

Landlord herein leases to Tenant and Tenant hereby rents from Landlord the real property located at 4424 Altitude Drive, Fort Wayne, Indiana 46809 also known as Building 2041 and described in Exhibit “A” to this Lease together with the other improvements situated thereon (hereinafter called “the Premises”).

Section 2.2 Lease Term.

The term of this Lease (hereinafter called "Lease Term") shall commence on March 1, 2026 (hereinafter the "Commencement Date"). The Lease Term shall end on February 28, 2031 (the "Lease Expiration Date"), unless sooner terminated as herein provided. Notwithstanding the provisions of this Section 2.2, this Lease may be extended in accordance with the terms set forth in Article III.

ARTICLE III **OPTION TO RENEW**

Section 3.1 Option Period.

This section intentionally left blank

Section 3.2 Minimum Monthly Rent During Option Period.

This section intentionally left blank

ARTICLE IV **RENT, RENT CREDITS AND DEPOSIT**

Section 4.1 Minimum Monthly Rent.

Minimum Monthly Rent During Lease Term. Tenant covenants and agrees to pay Landlord, without deduction, abatement or setoff of any nature whatsoever, as rent for the Premises as follows:

Beginning on the Commencement Date, the Minimum Monthly Rent shall be calculated at the rate of [X Dollars (\$X.XX)] per square foot, based upon the amount of square footage comprising the Premises on the Commencement Date (hereinafter "Minimum Monthly Rent"), subject to adjustments as provided in Section 3.2 above. Upon signing of this Lease, the Minimum Monthly Rent is calculated to be [X Dollars and X Cents (\$X.XX) based on the Premises comprising approximately twenty-seven thousand three hundred eight six (27,386) square feet. Notwithstanding the foregoing,

Minimum Monthly Rent for succeeding years shall be as follows:

Year	Effective Date	Per Square Foot Rate	Minimum Monthly Rent
2			
3			
4			
5			

Minimum Monthly Rent shall be payable in equal monthly installments in advance on the first business day of each and every calendar month throughout the term of this Lease without demand. Said rent shall be payable without relief from valuation and appraisal laws at the

office of the Landlord, whose address is stated in Section 22.17. The definitional terms used in this Section 4.1 shall apply to the Option Period hereunder.

Section 4.2 Rent Credits

Landlord acknowledges that Tenant is funding the costs to start up and mobilize the business to be conducted at the Premises (the "Start Up Costs"). At the time of the execution of this Lease, those Start Up Costs are unknown. The total value of the Start Up Costs shall be based upon the actual cost incurred by Tenant for each component of the Start Up including tools, equipment training, certifications, licenses, printed and on-line manuals, improvements to the Premises or loan payments for such expenses. Tenant shall be entitled to credits against its Minimum Monthly Rent for its Start Up Costs (the "Rent Credits"). The total amount of such Rent Credits shall be based upon the actual expenses incurred by Tenant and after Landlord's review and approval of actual invoices and proof of payment. Notwithstanding anything contained herein to the contrary, the total of the Rent Credits shall not exceed [X Dollars (\$X.XX)]. Rent Credits shall be applied equally per month in each applicable year as follows:

- Year 1: Up to 70% of Minimum Monthly Rent, based upon actual Start Up Costs incurred and not previously credited against rent payments;
- Year 2: Up to 65% of Minimum Monthly Rent, based upon actual Start Up Costs incurred and not previously credited against rent payments;
- Year 3: Up to 60% of Minimum Monthly Rent, based upon actual Start Up Costs incurred and not previously credited against rent payments;
- Year 4: Up to 55% of Minimum Monthly Rent, based upon actual Start Up Costs incurred and not previously credited against rent payments;
- Year 5: Up to 50% of Minimum Monthly Rent, based upon actual Start Up Costs incurred and not previously credited against rent payments; and

Section 4.3 Additional Rent.

All amounts required or provided to be paid by Tenant under this Lease other than Minimum Monthly Rent shall be deemed Additional Rent. If Landlord pays any monies or incurs any expense to correct a breach of this Lease by Tenant or to do anything in this Lease required to be done by Tenant or Landlord, all amounts so paid or incurred shall, upon notice to Tenant, be considered Additional Rent. Also, any amounts which Tenant must pay to Landlord under the Fort Wayne-Allen County Airport Authority Airport Regulations Ordinance, Commercial Minimum Standard Ordinance or any other ordinance, as may be amended from time to time, shall become Additional Rent upon written notice to Tenant.

Additional Rent shall be payable by Tenant under the same terms in this Lease as Minimum Monthly Rent. Additional Rent shall be payable with the first monthly installment of Minimum Monthly Rent following the date when such Additional Rent shall become due and payable, and may be collected as provided as in the case of Minimum Monthly Rent.

Section 4.4 Failure to Pay Rent.

It is agreed by Tenant and Landlord that Landlord may terminate the tenancy of Tenant without demand or notice if Tenant fails to pay any installment of Minimum Monthly Rent or Additional Rent within ten (10) days of the date it is due.

Minimum Monthly Rent and Additional Rent shall each bear interest from and after ten (10) days after the due date, until paid, at the rate of Eighteen percent (18%) per annum.

Section 4.5 Deposit.

Tenant must deposit the sum of [(equivalent of one month's rent) X Dollars and X Cents (\$X.XX)] upon execution of this Lease, as a security deposit (the "Deposit"), which may be used by Landlord as permitted by law to offset any damage to the Premises, delinquent rent, unauthorized modification, or any other damages. It is expressly agreed and understood that the Deposit is not an advance payment of and on account of the Rent herein reserved, nor a measure of Landlord's damages. Upon termination of this Lease, assuming Tenant's compliance with all of the terms of this Lease, and after Landlord has had sufficient time to inspect the Premises, so much of the Deposit not theretofore spent or applied pursuant to the provisions of this paragraph shall be returned to Tenant.

ARTICLE V TAXES AND FEES

Section 5.1 Real Estate Taxes and User Fees.

Tenant shall pay, as Additional Rent, all real property taxes, user fees, and other such charges levied upon the Premises or upon Tenant's leasehold interest in the Premises (hereinafter, "Taxes and Fees"), if any, but Tenant shall pay only such Taxes and Fees which are payable after the Commencement Date of this Lease as provided for above, and it is the intent of the parties hereto that Tenant shall pay only such Taxes and Fees which are payable during the Lease Term or any extensions thereto. All Taxes and Fees shall become Additional Rent at the time Tenant receives notice of such charges from Landlord.

Section 5.2 Other Taxes.

Tenant shall pay, during the Lease Term, all license fees and occupation taxes applicable to the business conducted by Tenant on the Premises, and all taxes on any and all personal property owned by Tenant and located upon the Premises.

ARTICLE VI PARKING AREAS, COMMON AREA AND FACILITIES

Section 6.1 Common Area.

All public parking areas, access roads, and facilities furnished, made available or maintained by Landlord in or near the Premises, including (where applicable) employee parking areas, truck ways, driveways, loading docks and areas, delivery areas, pedestrian sidewalks, landscaped areas, retaining walls, stairways, lighting facilities, sanitary systems, utility lines, water filtration and treatment facilities, and other areas and improvements provided by Landlord for the general use in common of tenants and their customers (all of which are hereinafter called "Common Area") shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right, from time to time, to establish, modify and enforce reasonable rules and regulations with respect to the Common Area. Landlord shall have the right at all times to add property to or remove property from the Common Area.

Section 6.2 Use of Common Area.

Tenant and its business invitees, employees and customers shall have the non-exclusive right, in common with Landlord and all others to whom Landlord has granted or may hereafter grant rights, to use the Common Area subject to such reasonable regulations as Landlord may from time to time impose. Landlord may at any time close temporarily any portion of the Common Area to make repairs or changes or for other reasonable purposes. Tenant shall not interfere with Landlord's or other tenants' rights to use any part of the Common Area.

ARTICLE VII ENVIRONMENTAL COMPLIANCE

Tenant makes the following representations and warranties to Landlord regarding compliance with environmental laws:

(a) **Environmental Laws and Hazardous Substances.** For purposes herein, the term "Environmental Law(s)" shall mean any federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, as now or at any time hereafter in effect. For purposes herein, the term "Hazardous Substance(s)" shall have the meaning ascribed in and shall include those substances listed under the Comprehensive Environmental Response, Compensation and Liability Act, 41 U.S.C. 9601 et seq. and the regulations promulgated thereunder (as amended from time to time) and the Clean Air Act, 41 U.S.C. 7401 et seq. and the regulations promulgated thereunder (as amended from time to time) and include oil, waste oil, and used oil as those terms are defined in the Clean Water Act, 33 U.S.C. 1251 et seq. and regulations promulgated thereunder (as amended from time to time) and the Resource, Conservation and Recovery Act, 41 U.S.C. 6901 et seq. and regulations promulgated thereunder (as amended from time to time) and the Oil Pollution Act of 1990, 33 U.S.C. 2701 et seq. and regulations promulgated thereunder (as amended from time to time) and shall include any other pollutant or contaminant designated as such by Congress or the United States Environmental Protection Agency (EPA) or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

(b) **Compliance with Environmental Laws.** Tenant warrants and represents that (i) Tenant will not violate, in connection with the use, ownership, lease, maintenance or operation of the Premises and the conduct of the business related thereto, any Environmental Laws, (ii) Tenant, its agent, employees, lessees and independent contractors will operate the Premises and will receive, handle, use, store, treat, transport and dispose of all Hazardous Substances in strict and timely compliance with all applicable Environmental Laws.

(c) **Environmental Permits and Licenses.** Tenant has all environmental permits, licenses and approvals required under any Environmental Law, all of which permits, licenses and approvals are listed on Exhibit "B" to this Lease. Tenant further certifies and represents that Tenant is not in violation of any such permits, licenses and approvals.

(d) **Underground Storage Tanks.** Tenant warrants and agrees that it shall not install any above or below ground storage tanks of any kind.

(e) **Notice of Assignments and Subleases.** Tenant warrants and represents that, not less than thirty (30) days prior to any assignment or sublease of the Premises, Tenant shall notify Landlord in writing of the terms of the proposed assignment or sublease and provide any other information requested by Landlord. Landlord shall have the right to prevent any such sublease if the proposed sublessee refuses or is unable to make all the same warranties, representations, covenants and indemnifications as are contained in this Article VII. The terms and conditions contained in this paragraph shall be in addition to those contained in Article XV.

(f) **Notices, Orders and Complaints.** If Tenant receives any notice of (i) the happening of any event involving any Hazardous Substances or (ii) any complaint which lists any noncompliance with regard to any environmental, health or safety matter affecting Tenant (an "Environmental Complaint") from any person or entity (including without limitation the EPA), then Tenant shall immediately notify Landlord orally and in writing of said event and provide Landlord with copies of any such Environmental Complaint.

(g) **Right of Mitigation.** Landlord shall have the right, but not the obligation and without limitation of Landlord's rights under this Lease, to enter onto the Premises or to take such other actions as it deems necessary or advisable to assess, investigate, cleanup, remove, resolve, or minimize the impact of, or otherwise deal with, any Hazardous Substances or Environmental Complaint which, in the sole opinion of Landlord, could result in an order, suit or other action against Tenant or Landlord. All reasonable costs and expenses incurred by Landlord in the exercise of any such rights shall be payable by Tenant as Additional Rent upon demand.

(h) **Indemnification.** Tenant hereby agrees to indemnify Landlord and hold Landlord harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorney's fees, claims for damage to the environment, claims for fines or civil penalties, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Landlord by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, or release from the Premises of any Hazardous Substances which were not caused by the Landlord

or which were not present and/or which were not discharged or otherwise released from the Premises prior to the Commencement Date of this Lease.

(i) **Agreement to Update.** Tenant shall advise Landlord in writing as soon as Tenant becomes aware of any condition or circumstance which makes the environmental warranties, representations or certifications contained in this Article VII incomplete or inaccurate.

(j) **Breach.** If any representation or warranty or certification made in this Article VII by Tenant shall prove untrue or Tenant shall violate or fail to comply with any of the provisions of this paragraph, a breach of this Lease shall have occurred and Landlord shall be entitled to exercise its remedies for breach under this Lease.

(k) **Inducement.** Tenant acknowledges that the representations and warranties contained in this Article VII are being relied upon to induce Landlord to enter into the Lease with Tenant.

ARTICLE VIII UTILITIES

Tenant shall be responsible for arranging for and promptly pay to the utility providers all charges for use or consumption of sewer, gas, electricity, water, and all other utility services on the Premises.

ARTICLE IX CONDUCT OF BUSINESS BY TENANT

Section 9.1 Use of Premises.

The Premises shall be occupied and used by Tenant solely for the purpose of avionics and aircraft maintenance, parts and equipment storage, related office use, and other related uses.

Tenant desires to operate as a Specialized Aviation Services Operator (SASO) providing services to general aviation users as an aircraft maintenance operator and as an avionics instrument maintenance operator at Fort Wayne International Airport, on a nonexclusive basis. Landlord agrees to such activities at the Premises.

Section 9.2 Operation by Tenant.

Tenant covenants and agrees that it will comply with all recorded restrictions, if any, and all laws, recommendations, ordinances, rules, and regulations of governmental, public, private and other authorities and agencies, with respect to the use or occupancy of the Premises, including but not limited to the Fort Wayne International Airport Commercial Minimum Standards Ordinance and the Fort Wayne International Regulations Ordinance, as may be amended from time to time.

Section 9.3 Alteration, Additions and Improvements.

Tenant shall not make alterations, additions, or improvements to the Premises without the prior written consent of the Landlord. Landlord's decision regarding consent or denial shall be final. Any alteration, addition or improvement made by Tenant after such consent shall have been obtained, shall be made strictly in accordance with the plans as approved by Landlord and all applicable building codes and governmental authority regulations. Upon the expiration or other sooner termination of this Lease, Landlord, at its option, may either require Tenant to remove any alteration, addition or improvement and to restore the Premises to its original condition or elect to retain the alteration, addition or improvement as Landlord's own property. If Landlord exercises its option to require Tenant to remove an alternation, addition or improvement, Landlord shall allow Tenant no more than thirty (30) days for such removal and restoration.

Without limiting the general applicability of other terms and conditions of this Lease, Tenant makes the following specific representations and warranties to Landlord with respect to the construction of any improvements:

(a) Tenant shall cause any and all improvements to be constructed in a good and workmanlike fashion, in accordance with the plans and specifications agreed to and accepted by Landlord. Tenant agrees to provide Landlord drawings and specifications during the planning process at thirty percent (30%) completion, at sixty percent (60%) completion, and at ninety percent (90%) completion and Tenant shall seek and receive Landlord's consent to each set before proceeding;

(b) Tenant further agrees to provide Landlord a construction schedule, shall pursue such activity to a timely completion, and agrees to ensure any construction occurs in such a way as to not unreasonable disturb Landlord, other tenants or users of the airport; and

(c) Tenant shall provide Landlord all final "as built" drawings no later than ninety (90) calendar days after completion of any such work.

Landlord reserves the right but shall not be obligated to complete the construction of any such improvements if Tenant fails to do so. Landlord shall have the right, at all times during construction of any improvements to inspect the Premises and the construction of such improvements, to assure itself that the improvements are being constructed according to the plans and specifications approved by Landlord and according to the schedule presented by Tenant.

ARTICLE X **CONDITION AND MAINTENANCE OF PREMISES**

Section 10.1 Condition of Premises on Commencement Date.

Tenant has inspected the Premises and is satisfied with the physical condition thereof, and Tenant's taking possession of the Premises shall be conclusive evidence that the same were in good condition and repair. Tenant agrees that no representation as to the condition of repair of

the Premises has been made except as contained herein and that no promise to decorate, alter, repair or improve the Premises prior to or during the Lease Term has been made, unless provided in this Lease.

Section 10.2 Maintenance by Tenant.

Tenant shall keep the Premises in good order and repair, except as hereinafter provided in Section 10.3 and as specified below, all at Tenant's own expense. Tenant shall, at a minimum, complete all preventative maintenance set forth in Exhibit "C" hereto, in a good and workmanlike fashion and according to the schedule set forth therein. Tenant further agrees to perform other maintenance obligations as outlined in Exhibit "E" attached hereto. Landlord may enter the Premises to perform building inspections without such action causing or constituting a termination of this Lease or an interference with Tenant's possession of the Premises. Tenant shall not permit any waste or misuse of the Premises. If Tenant fails to perform its obligations hereunder, Landlord without notice may, but shall not be obligated to, perform Tenant's obligations or perform work resulting from Tenant's actions or omissions, and the cost of the same shall be Additional Rent payable with the next installment of Minimum Monthly Rent due hereunder.

Section 10.3 Maintenance by Landlord.

Landlord will make any and all repairs to maintain in good order and repair the structural parts of the building situated on the Premises including, without limitation, the roof and exterior walls. Without limiting the generality of the foregoing, the parties agree that the doors, including the hangar doors are not structural parts of the building. Notwithstanding the foregoing Landlord agrees to repair the hangar doors due to catastrophic failure unless such failure is due to Tenant not properly maintaining the hangar doors or if such failure is due to misuse or damage caused by Tenant. Landlord reserves the right, pursuant to governmental requirements, to make such repairs, alterations or improvements in or to the Premises, as it shall deem necessary or appropriate, and during such operations close entrances, doors, corridors and other facilities, and to erect scaffolding and other apparatus on the sidewalks in front of and on the exterior portions of the building, all without liability to Tenant by reason of interference, inconvenience or annoyance; provided, however, that all such work shall be done in such manner as to cause the least possible interference, inconvenience and annoyance to Tenant, and provided, further, that except in case of emergencies, twenty-four (24) hours' verbal notice of intention to enter the Premises for such purposes shall be given to Tenant. Provided, however, that no notice shall be given to Tenant when Tenant has requested Landlord to make repairs to the Premises.

Section 10.4 Signs, Awnings and Canopies.

Other than those allowed herein, Tenant will not place or permit on any exterior door or window or any wall of the building on the Premises or elsewhere on the Premises, any sign, awning, canopy, advertising matter, decoration, lettering or other thing of any kind which has not been approved in writing by Landlord, said approval shall not to be unreasonably withheld.

ARTICLE XI

LIENS

Tenant shall not suffer any mechanics' or materialmen's lien to be filed against the fee of the Premises or against Tenant's leasehold interest in the Premises by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant or anyone holding the Premises through or under Tenant. If any such lien shall at any time be filed as aforesaid, and Tenant shall fail to remove same within thirty (30) days thereafter, it shall constitute a default under the provisions of this Lease. However, it shall not be an event of default so long as such lien is being defended in good faith with reasonable diligence by Tenant, and such defense is, in Landlord's opinion, likely to be successful.

ARTICLE XII

WAIVER

Section 12.1 Non-Liability and Indemnification.

(a) Tenant shall indemnify and hold Landlord harmless from suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage arising from or out of (i) any occurrence in, upon or at or from the Premises not caused by the gross negligence or willful misconduct of Landlord, its employees, agents, contractors or representatives, or (ii) the occupancy or use by Tenant of said Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, invitees or licensees;

(b) Tenant shall store its property in and shall occupy the Premises at its own risk, and releases Landlord to the full extent permitted by law from all claims of every kind resulting in loss of life, personal or bodily injury or property damage arising out of, or related to Tenant's occupancy of the Premises;

(c) Landlord shall not be responsible or liable at any time for any loss or damage to Tenant's equipment, fixtures or other personal property located on the Premises, unless loss is directly attributable to the gross negligence or willful misconduct of Landlord, its employees, agents, contractors or representatives;

(d) Landlord shall not be responsible or liable to Tenant or to those claiming by, through or under Tenant for any loss or damage to either the person or property of Tenant that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting or adjoining premises;

(e) Landlord shall not be responsible for any defect, latent or otherwise, in the building of which the Premises are a part, or any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall Landlord be responsible or liable for any injury, loss or damage to any person or to any property of Tenant or other person caused by or resulting from bursting, breakage, leakage, running, backing up, seepage, or the overflow of water, sewerage, steam,

snow or ice, in any part of said Premises or for any injury or damage caused by or resulting from acts of God or the elements; and

(f) In case Landlord shall without fault on its part be made a party to any litigation commenced by or against Tenant and for which indemnification has been provided to Landlord under this Lease, then Tenant shall protect and hold Landlord harmless and pay all reasonable costs, expenses and reasonable attorneys' fees incurred by Landlord in the defense of such litigation.

ARTICLE XIII **INSURANCE**

Section 13.1 Insurance on Building.

Landlord shall maintain a full replacement cost property insurance policy, insuring the Premises building. Landlord shall be named as the loss payee under said policy of insurance. Any and all proceeds payable under such policy of insurance shall be the property of Landlord. Landlord shall have the right to change the amount of coverage at any time during the term of this Lease by giving Tenant ten (10) days' written notice thereof; provided, however, that any such change in the amount of coverage shall not exceed the then current full replacement cost of the building and other improvements on the Premises.

Section 13.2 Other Insurance.

As a material condition of this Lease, Tenant in its own name as insured and, at its sole cost and expense, shall secure and maintain in continuous effect during the Lease Term and any extensions thereof insurance policies issued by an insurance carrier licensed to do business in the State of Indiana providing for:

a). Workers' Compensation: Coverage shall be provided for all employees. Coverage shall be for statutory limits in compliance with applicable Federal and State laws. The policy must include employers' liability with a minimum limit of \$100,000 each accident/\$500,000 disease policy limit/\$100,000 disease each employee.

b). Airport Liability with a minimum single limit of \$5,000,000 per occurrence for bodily injury and property damage with the following coverages:

- (1). Broad Form Contract Liability,
- (2). Premises and Operations,
- (3). Hangar-keeper's Liability, and
- (4). Product Liability

c). Owned and Non-Owned Aircraft Liability coverage of \$1,000,000 per occurrence

d). Comprehensive Automobile Liability with a minimum single limit of \$1,000,000 per occurrence for bodily injury and property damage with coverage in the following areas:

- (1). Owned Vehicles,
- (2). Non-owned Vehicles; and
- (3). Hired Vehicles

Tenant's insurance will include contractual liability coverage recognizing this Lease, products and/or completed operations liability and providing that Landlord and Tenant shall be given a minimum of thirty (30) days' written notice by the insurance company prior to cancellation, termination, or change in such insurance.

Tenant shall provide Landlord a certificate evidencing that said insurance is in full force and effect and stating the terms thereof, on an annual basis.

Tenant acknowledges that it shall bear the risk of loss for all of the personal property, including trade fixtures, located on the Premises, as well as the risk of loss associated with business interruption due to casualty to the Premises.

Section 13.3 Mutual Waiver of Subrogation Rights.

Landlord and Tenant and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by insurance on the Premises or in connection with property on or activities conducted on the Premises, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof. Provided, however, that such release shall not operate in any case where the effect is to invalidate or increase the costs of such insurance coverage (provided, that in the case of increased costs, the other party shall have the right, within thirty (30) days following written notice, to pay such increased costs, thereby keeping such release and waiver in full force and effect).

ARTICLE XIV DAMAGE AND DESTRUCTION

Section 14.1 Termination.

In the event that the Premises or any substantial part thereof, or any substantial part of the building of which the Premises are a part, shall be destroyed or damaged by fire or other casualty, then this Lease may be terminated at the election of either party. In order to so elect, the terminating party must give the other party written notice of said election within sixty (60) days after the date of the casualty.

If either party elects to terminate this Lease under this section, then termination shall be effective as of the date of the casualty. Upon such election, all of Tenant's rights under the Lease shall be terminated, including any right to exercise an option to extend the Lease Term.

Section 14.2 Duty to Repair.

In the event that neither party elects to terminate this Lease notwithstanding the occurrence of damage or destruction as described in Section 14.1, then Landlord shall have a duty to repair the Premises and restore it to substantially its prior condition, but only to the extent possible based upon insurance proceeds from the insurance described in Section 13.1 of this Lease. Landlord's obligation to repair shall not extend to any alterations, additions or improvements made by Tenant without the prior written consent of Landlord, as provided in Section 9.3 of this Lease.

In the event that neither party elects to terminate, Tenant shall cooperate with Landlord so that Landlord, or its agents, may repair the Premises.

Section 14.3 Rent Abatement.

During the period from the date of the occurrence of such casualty as described in Section 14.1, until the date that the Premises is repaired and restored, Tenant's obligations to pay installments of Minimum Monthly Rent due hereunder shall abate, but only to the extent that there is no rental insurance covering such obligation. The abatement shall be in the proportion that the destroyed or untenable portions of the Premises bear to the entire Premises. This section shall not affect Tenant's responsibility to pay any Additional Rent due under this Lease.

ARTICLE XV ASSIGNMENTS, SUBLEASES AND LEASEHOLD MORTGAGES

Section 15.1 Assignments, Subleases and Leasehold Mortgages.

Tenant shall not assign or encumber this Lease, nor sublet, nor permit the Premises or any part thereof, to be used by others, without the prior written consent of Landlord. Such consent shall not be unreasonably withheld or delayed. No consent by Landlord, nor the acceptance of an assignee, subtenant or occupant as a tenant shall release Tenant from the further performance by Tenant of the covenants of this Lease or be construed to relieve Tenant from obtaining the consent, in writing, of Landlord to any further assignment or subletting. In any event, Tenant shall remain primarily liable on this Lease for the entire Term hereof and shall in no way be released from the full and complete performance of all of the terms, conditions and agreements herein contained.

Section 15.2 Notice of Assignments and Subleases.

Tenant warrants and represents that, not less than thirty (30) days prior to any assignment or sublease of the Premises, Tenant shall notify Landlord in writing of the terms of the proposed assignment or sublease and provide any other information requested by Landlord. Landlord shall have the right to prevent any such assignment or sublease if the proposed assignee or sublessee refuses or is unable to make all the same warranties, representations, covenants and indemnifications as are contained in Article VII.

ARTICLE XVI

This section intentionally left blank

ARTICLE XVII EVENTS OF DEFAULT

Section 17.1 Events of Default Defined.

The following events shall be deemed to be events of default by Tenant under this Lease:

- (a) Failure of Tenant to pay any Minimum Monthly Rent or Additional Rent within ten (10) days of the date it is due;
- (b) Failure of Tenant to pay the agreed upon monthly loan amount as specified in the loan agreement;
- (c) Failure of Tenant to perform or observe any other of the terms, provisions, conditions and covenants of this Lease for more than thirty (30) days after written notice of such failure;
- (d) Tenant's insolvency, bankruptcy, admission in writing of its inability to pay its debts as they mature, assignment for the benefit of creditors; or application for or consent to the appointment of a trustee or receiver for Tenant or for the major part of its property;
- (e) Appointment of a trustee or receiver for Tenant or for the major part of its property and failure to cause said trustee or receiver to be discharged within thirty (30) days after such appointment;
- (f) Institution of any proceeding for relief under any bankruptcy law, or similar law for the relief of debtors, by or against Tenant, and, if instituted against Tenant or allowed against it or consented to by it, or not dismissed within sixty (60) days after such institution;
- (g) The levy and execution upon or the attachment by legal process of the leasehold interest of Tenant, or the filing or creation of a lien in respect to such leasehold interest to which the Landlord has not consented in writing and which Tenant does not discharge in thirty (30) days;
- (h) Abandonment of the Premises by Tenant; or
- (i) Removal of improvements or fixtures from the Premises by Tenant; provided, however, that removal of improvements or fixtures which are the property of Tenant or any subtenant shall not be deemed an event of default hereunder.

Section 17.2 Remedies.

Upon the occurrence of any such event of default, Landlord may pursue any one or more of the following remedies, as well as any other remedies provided by law, at its sole option, without any notice or demand whatsoever:

(a) Landlord may declare immediately due and payable the entire amount of the rent then remaining to be paid under this Lease for the balance of the Lease Term;

(b) Landlord may declare immediately due and payable the then current balance of the loan;

(c) Landlord may enter upon and take possession of the Premises without terminating this Lease and without relieving Tenant of its obligation to make the monthly payments of rent herein reserved, expel or remove Tenant and any other person who may be occupying said Premises or any part thereof and any personal property or trade fixtures located therein (including changing or alternating the locks and other security devices), and relet the Premises in the name of Landlord or Tenant at any rental readily obtainable and receive the rent therefor. In such event, Tenant shall pay to Landlord, on demand, any deficiency that may arise by reason of such reletting and the expenses, including, but not limited to, realtors' commission, appraisers' fees, and reasonable attorneys' fees, of such reletting, for the residue of the term of this Lease. In no event shall Landlord have a duty to relet the Premises until such time as all other available space owned and controlled by Landlord has been leased.

(d) Landlord may forfeit and terminate this Lease forthwith. In the event of such a termination, Tenant shall immediately surrender the Premises to Landlord and if Tenant fails to do so, Landlord may enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, and any personal property or trade fixtures located therein. In the event of the forfeiture of this Lease as herein provided, Tenant agrees that the Security Deposit being held by Landlord hereunder shall be forfeited to Landlord as liquidated damages for Tenant's default. Said liquidated damages shall be in addition and not in lieu of any unpaid rent or any other damages occurring to Landlord by reason of the violation by Tenant of any of the terms, provisions and covenants of this Lease.

Pursuit by Landlord of any of the foregoing remedies or any other remedy provided by law shall not constitute a waiver of any rent due to Landlord hereunder or of any damages occurring to Landlord by reason of the violation by Tenant of any of the terms, provisions and covenants of this Lease. In no event shall Tenant be relieved from its obligation to pay rent specified in this Lease by reason of a surrender of possession, termination of this Lease, or in any other manner whatsoever unless specifically agreed to, in writing, by Landlord.

Section 17.3 Tenant's Waiver.

Unless otherwise provided for herein, Tenant hereby waives demand for rent, demand for possession, notice of forfeiture, notice of termination and any and all other demands or notices required by law.

ARTICLE XVIII
DEFAULT BY LANDLORD

Landlord shall in no event be charged with default in any of its obligations hereunder, either affirmatively or as a defense, unless and until Landlord shall have failed to perform such obligations within thirty (30) days (or such additional time as is reasonably required to correct any such default) after written notice to Landlord by Tenant, specifically describing such failure.

ARTICLE XIX
RIGHTS RESERVED TO LANDLORD

Section 19.1 Inspection and Repair.

Landlord, and its duly authorized agents, employees and contractors, shall have access to the Premises at all reasonable times for the purposes of inspecting the same and making necessary repairs or replacements as called for hereunder or as the Landlord shall elect to undertake for the safety, preservation, benefit or welfare of the Premises of which the building constitutes a part, or of other tenants thereof. Except in the case of an emergency, Landlord shall give Tenant two (2) business days' prior verbal notice for any such inspections. Landlord shall make every reasonable effort to not disturb Tenant's operations during such inspections.

Section 19.2 Right to Show Premises.

Landlord shall have the right to show the Premises to prospective tenants or brokers during the term of this Lease, including any renewal term, at all reasonable times. Landlord shall provide Tenant two (2) business days prior verbal notice for any such showing. Landlord shall make every reasonable effort to not disturb Tenant's operations during such showings.

Section 19.3 Right to Relocate and Grant Easements.

Landlord shall have the right to relocate existing utility easements in the Premises, as well as the right to grant new utility easements in the Premises. Tenant's rights in the Premises shall be subordinate to the rights of any grantee(s) of such easements. Upon (i) the completion of the relocation of an existing utility easement, or (ii) completion of the grant and installation of a new utility easement, Landlord agrees that the new location of an existing utility easement or the location of a new utility easement shall not interfere with Tenant's use and quiet enjoyment of the Premises other than the usual and customary inconvenience caused by the work associated with the location and/or relocation of utility lines and other facilities associated with said easements.

ARTICLE XX
HOLDING OVER

If Tenant or any party holder under Tenant holds over or occupies the Premises beyond the Lease Term (it being agreed there shall be no such holding over or occupancy without Landlord's written consent), Tenant shall pay Landlord for each day of such holding over a sum equal to twice the Minimum Monthly Rent prorated for the number of days of such holding over,

plus any Additional Rent, as set forth in this Lease. If Tenant holds over with Landlord's written consent, Tenant shall occupy the Premises on a tenancy from month to month, and all other terms and provisions of this Lease shall be applicable to such period.

ARTICLE XXI

QUIET ENJOYMENT

If Tenant pays the rents and other amounts herein provided and observes and performs all the covenants, terms and conditions hereof, then Tenant shall peaceably and quietly hold and enjoy the Premises for the Lease Term without interruption by Landlord or any person or persons claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease.

ARTICLE XXII

MISCELLANEOUS

Section 22.1 Waiver.

No waiver by Landlord or Tenant of any breach of any term, covenant, or condition hereof shall be deemed a waiver of the same, or any subsequent breach of the same, or any other term, covenant or condition. The acceptance of rent by Landlord shall not be deemed a waiver of any earlier breach by Tenant of any term, covenant, or condition hereof, regardless of Landlord's knowledge of such breach when such rent is accepted. No covenant, term or condition of this Lease shall be deemed waived by Landlord or Tenant unless waived in writing.

Section 22.2 Relationship of Parties.

Nothing contained in this Lease shall be construed to create a partnership or joint venture between Landlord and Tenant or between Landlord and any other party, or cause Landlord to be responsible in any way for the debts or obligations of Tenant or any other party.

Section 22.3 Accord and Satisfaction.

Landlord is entitled to accept, receive and cash or deposit any payment made by Tenant for any reason or purpose or in any amount whatsoever, and apply the same at Landlord's option to any obligation of Tenant and the same shall not constitute payment of any amount owed except that to which Landlord has applied the same. No endorsement or statement on any check or letter of Tenant shall be deemed an accord and satisfaction or otherwise recognized for any purpose whatsoever. The acceptance of any such check or payment shall be without prejudice to Landlord's right to recover any and all amounts owed by Tenant hereunder, and Landlord's right to pursue any other available remedy.

Section 22.4 Attorneys' Fees.

Tenant shall pay, as Additional Rent, all of the costs, charges and expenses, including court costs and reasonable attorneys' fees incurred by Landlord in enforcing its rights under this Lease or incurred by Landlord in any litigation, negotiation or transactions relating to, or arising out of, this Lease in which Landlord, without fault, becomes involved or concerned.

Landlord shall pay, all of the costs, charges and expenses, including court costs and reasonable attorneys' fees incurred by Tenant in enforcing its rights under this Lease if a court of competent jurisdiction rules that Landlord was in default of its obligations hereunder.

Section 22.5 Entire Agreement.

There are no representations, covenants, warranties, promises, agreements, conditions or undertakings, oral or written, between Landlord and Tenant other than herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless in writing and signed by them.

Section 22.6 Force Majeure.

If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under this Lease, the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 22.7 Captions and Section Numbers.

This Lease shall be construed without reference to titles of articles and sections, which are inserted only for convenience of reference.

Section 22.8 Number and Gender.

The use herein of a singular term shall include the plural and use of the masculine, feminine or neutral gender shall include all others.

Section 22.9 Joint and Several Liability.

If Tenant is a partnership or other business organization, the members of which are subject to personal liability, the liability of each such member shall be deemed to be joint and several.

Section 22.10 Partial Invalidity.

If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 22.11 Recording.

The parties agree not to place this Lease of record but each party shall, at the request of the other, execute and acknowledge, so that the same may be recorded, a Short Form Lease or Memorandum of Lease, indicating a lease term, but omitting rent and other terms, and an Agreement specifying the date of commencement and termination of the lease term; provided, however, that the failure to record said Short Form Lease, Memorandum of Lease or Agreement shall not affect to impair the validity and effectiveness of this Lease. The requesting party shall pay all costs, taxes, fees and other expenses in connection with or prerequisite to recording.

Section 22.12 Successors.

This Lease shall inure to the benefit of and be binding upon the Landlord or Tenant and their respective heirs, executors, administrators, successors and such assigns and subtenants as may be permitted hereunder.

Section 22.13 Corporate Tenants.

Each individual executing this Lease on behalf of a corporation, partnership or limited liability company represents and warrants that he has the authority to do so.

Section 22.14 Compliance with Federal Law.

(a) Tenant, for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained or otherwise operated on the Premises for a purpose for which a United States Department of Transportation

program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 C.F.R. Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

(b) Tenant, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land that:

(1) No person, on the grounds of race, color, or national origin, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

(2) In the construction of any improvements on, over or under such land and the furnishing of services thereon, no person, on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 C.F.R. Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(c) Tenant assures that it will comply with pertinent statutes, executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates Tenant or its assignee for the period during which Federal assistance is extended to the airport programs, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, this provision obligates Tenant or its assignee for the longer of the following periods:

(1) The period during which the property is used by Landlord or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(2) The period during which Landlord or any transferee retains ownership or possession of the property.

(d) Tenant shall comply with all laws, orders or regulations of any governmental authority relating to the use and occupancy of the Premises, including, but not limited to, the regulations and rules adopted by Landlord, in its Airport Security Program, the Federal Aviation Administration (and specifically, without limitation, 14 CFR Part 139 and 49 CFR Part 1542), and any other entity having authority applying to or affecting Fort Wayne International Airport. Any violation by Tenant, its employees, suppliers, guests, business invitees, or agents of any rule or regulation which results in the assessment of a fine against Landlord by the Federal Aviation

Administration and/or Transportation Safety Administration shall be the responsibility of Tenant, and the fine shall be paid by Tenant as Additional Rent.

Section 22.15 Right of Flight.

Landlord reserves for the use and benefit of the public a right of flight for the passage of aircraft in the air space overlying the Premises, together with the right to cause in that air space such noise as is inherent in the operation of aircraft using the air space for landing at, taking off from, or operating at Fort Wayne International Airport. Tenant shall not erect or allow the erection or maintenance of any structure or object or permit any growth which violates federal or state law regarding tall structures, including, but not limited to, 14 C.F.R. Part 77 and Ind. Code §8-21-10-1, et seq., and any amendments thereto.

Section 22.16 Applicable Law.

This Lease shall be construed under the laws of the State of Indiana.

Section 22.17 Notices.

All notices from Tenant to Landlord required or permitted by any provision of this Lease shall be directed to Landlord as follows:

Fort Wayne-Allen County Airport Authority
Attention: Executive Director of Airports
Fort Wayne International Airport
3801 W. Ferguson Road, Suite 209
Fort Wayne, Indiana 46809
Phone: 260-747-4146
Fax: 260-747-1762
Email: properties@fwairport.com

All notices from Landlord to Tenant required or permitted hereunder shall be directed as follows:

Tenant Company
Tenant Address
Tenant Address
Attn: Company Point of Contact
Phone:
Email:

All notices to be given hereunder by either party shall be written and sent by certified mail, return receipt requested, postage prepaid, addressed to the party intended to be notified at the address set forth above, or via e-mail or facsimile. Either party may, at any time, or from time to time, notify the other in writing of a substitute address or substitute person to whose attention the notice is to be sent for that set forth above, and, thereafter, notices shall be directed to such

substituted address or substituted person. Notice given as aforesaid shall be sufficient service thereof and shall be deemed given as of the date received, as evidenced by the return receipt of the registered or certified mail or e-mail or facsimile confirmation.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this Lease as of the date set forth below.

“LANDLORD”

Dated:_____

**FORT WAYNE-ALLEN COUNTY
AIRPORT AUTHORITY**

BY:_____
Scott D. Hinderman, A.A.E.
Executive Director of Airports

APPROVED AS TO FORM
AND LEGALITY:

Michael T. Deam, Attorney
Fort Wayne-Allen County Airport Authority

“TENANT”

Dated:_____

TENANT COMPANY

By: _____

Title:

EXHIBIT 'A'
REAL ESTATE



EXHIBIT 'B'

TENANT PERMITS AND LICENSES

EXHIBIT “C”

MINIMUM PREVENTIVE MAINTENANCE SCHEDULE

HVAC:

Semi-Annually – (Spring & Fall)

Preventative Maintenance – Electric Forced Air Heaters:

1. Check all electrical connections and heat elements.
2. Blow off any dust or dirt accumulated.
3. Clean evaporator coils with coil cleaner and rinse thoroughly.
4. Check for proper discharge temp.
5. Oil fan motors if applicable.
6. Replace air filters “20x20x1”.
7. Check for proper operation of stat control, blow off any dust.

Condensing Units for Cooling:

1. Clean coils with coil cleaner and rinse thoroughly.
2. Check all electrical connections and contacts.
3. Check for loose fan, tighten set screw if needed.
4. Check for proper operations of any high or low pressure safeties, replace if necessary.
5. Check all pipes for proper insulation.
6. Check all pipes for excessive vibration.
7. Check system for signs of leaking oil.

Exhaust Fans in Hangar:

1. Check belts for tightness and wear adjust or change as necessary.
2. Grease bearings.
3. Lubricate exhaust fan damper moving parts.
4. Check for proper operation.

Ceiling Fans in Hangar:

1. Clean fan blades.
2. Check for proper operation.

Vantage II Tube Heaters in Hangar:

1. Clean units of dust and cobwebs.
2. Oil motors if applicable.
3. Check all electrical connections.
4. Check heat exchanges and duct work for signs of deterioration.

Restroom Lavatories:

1. Check all faucets for operation.
2. Check all urinals and toilets for signs of leaking – repair or replace as necessary.

Water Heater:

1. Check for proper operation.
2. Clean debris from and around unit.
3. Check for signs of leaking or rust – replace as necessary.

ELECTRICAL:**Interior Lighting:**

1. Lamps should be replaced as they burn out.
2. Ballast should be replaced as necessary.
 - a. “Wholesale change out of fluorescent lamps should be completed on a bi-annual basis. Old lamps use more electricity and will shorten ballast life.”

Hangar Lighting:

1. Lamps should be replaced as they burn out.
2. Ballast should be replaced as necessary.
3. Wholesale change out of all mercury lamps should be completed on a bi-annual basis. Old lamps use more electricity and will shorten ballast life.

Electrical Panels and Disconnects:

1. All electrical panels should be opened and cleaned of all dust and debris.
2. Check all screws and connections for proper tightness.
3. Replace worn circuit breakers as needed.
4. Check for proper labeling – correct labeling as needed.
5. Look for signs of wire over-heating and insulation.

Exit Signs:

1. Check all signs and replace lamps as needed.
2. Clean all dust and debris from interior and clean sign panel.

MAIN HANGAR DOORS:**Semi-Annually (Spring & Fall)**

Preventative Maintenance Main Hangar Doors:

1. Check operation of door.
2. Oil motors if applicable.
3. Oil chains and gears.
4. Check gear box for proper oil level.
5. Clean gear box area and check for leaks.
 - a. Repair gaskets as needed.
6. Check all safeties for proper operation and adjust or replace as necessary.
7. Check tires for proper air pressure.
8. Adjust rollers as necessary.
9. Inspect all weather stripping and repair or replace as necessary.

Exterior Windows and Doors:

1. Check weather stripping on all windows and replace if necessary.
 - a. Check window for cracks.
 - b. Check window for glazing.
2. All pass-way doors checked for proper operation.
 - a. Check weather stripping and replace if necessary.
 - b. Check all door closures for proper operation – adjust or replace as necessary.
 - c. Lubricate all keyway locks.
 - d. Check and tighten all screws on hinges and strike plates.

EXHIBIT “D”

FORT WAYNE INTERNATIONAL AIRPORT ORDINANCES

EXHIBIT “E”

MATRIX OF MAINTENANCE AND OTHER OBLIGATIONS

TENANT lease of bldg 2042 at 4424 Altitude Dr

MAINTENANCE & UTILITIES : within or about the Premises	Responsible Party	Lease Section	Comments/notes
1. Utilities	Tenant – all	8	
a. Electric			
b. Gas			
c. Water/sewage			
d. Trash			
e. Phone			
f. Data			
g. TV/Cable			
2. Heat/air-conditioning	Tenant – all	10.2	
a. Maintenance/PM’s			
b. Routine repairs			
c. Replacement/upgrade			
d. Additional			
3. Other heat/circulation (ceiling fans, exhaust fans, hangar heaters, etc)	Tenant – all	10.2	
a. Maintenance/PM’s			

b. Routine repairs			
c. Replacement/upgrade			
d. Additional			
4. Plumbing /Sewer	Tenant – all	10.2	
a. Maintenance/PM's			
b. Routine repairs			
c. Fixtures (including water heater)			
d. Replacement/upgrade			
e. Additional			
5. Lighting - in the Premises	Tenant – all	10.2	
a. Bulb replacement			
b. Ballast replacement			
c. Fixture maintenance/PM's			
d. Routine repairs			
e. Fixture replacement/upgrade			
f. Additional			
6. Electrical			
a. Distribution (existing Panels in Premises)	Tenant	10.2	
b. Fixtures	Tenant	10.2	
c. Upgrades	Tenant	10.2	

d. Additional	Tenant	10.2	
7. Building maintenance/repair /replacement			
a. Roof	Landlord	10.3	
b. Structural members	Landlord	10.3	
c. Windows/doors	Tenant	10.2	
d. Hangar doors	Tenant	10.3	
e. Gutters/downspouts	Tenant	10.2	
f. Exterior finishes	Tenant	10.2	
g. Interior finishes – in the Premises	Tenant	10.2	
h. Interior glass – in the premises	Tenant	10.2	
i. Oil/water separator	Tenant	10.2	
8. Grounds	Tenant – all	10.2	
a. Parking lot patch, repair, seal & striping			
b. Parking and walks replacement/reconfigure			
c. Sidewalks patch and repair			
d. Snow & ice removal –parking, walkways, and at hangar door			
e. Landscaping: maintenance/replacement			
f. Parking lot & other exterior lights			
g. Flag poles, mailbox, etc.			

9. Window cleaning	Tenant – all	10.2	
a. Interior			
b. Exterior			
10. Repainting			
a. Interior	tenant	10.2	
b. Exterior	landlord	12.3	
11. Floor and wall coverings	Tenant – all	10.2	
a. Leased space			
b. Common space			
12. Safety systems	Tenant – all	10.2	
a. Provide/maintain extinguishers			
b. Sprinkler system tests			
c. Exit signs			
13. Furnishing	tenant		
14. Operating equipment	tenant		
15. Janitorial in the premises	Tenant – all	10.2	
16. All damages caused by tenant, its customers or employees			

NOTE: ALL PM'S ARE TO BE DONE TWICE A YEAR (SPRING & FALL)			
REPORTS	By whom & when due to other party	Lease Section	Penalty/Notes/Comments
none			
OTHER OBLIGATIONS	By whom & when due to other party	Lease Section	Penalty/Notes/Comments
PM's per exhibit C	tenant	10.3	
Tenant improvement drawings	tenant	9.3	
Tenant improvement proof of payment	tenant	4.2	

EXHIBIT F

Specialized Aeronautical Service Operator (SASO) Agreement

B. FWA Minimum Standards



Ordinance No. 19 – 05
Minimum Standards for Commercial Aeronautical Activities
at
Fort Wayne International Airport

The text of the Minimum Standards for Commercial Aeronautical Activities at Fort Wayne International Airport is attached hereto and incorporated herewith.

Ordinance No. 19 - 05 supersedes any previous Commercial Minimum Standards Ordinances or Resolutions.

Ordinance No. 19 - 05 is effective January 1, 2020.

Introduced this 15th day of November, 2019 by: _____
Timothy J. Haffner, Secretary

Signatures on File

APPROVED: 16th day of December, 2019 by:

Richard B. Sturges, Jr., President

Gregg C. Sengstack, Vice-President

Timothy J. Haffner, Secretary

Jerome F. Henry, Jr., Member

Cornelius B. (Neil) Hayes, Member

Kimberly M. Wagner, Member

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

APPROVED AS TO FORM AND LEGALITY:

Michael T. Deam, Attorney
Fort Wayne-Allen County Airport Authority

FORT WAYNE – ALLEN COUNTY AIRPORT AUTHORITY

FORT WAYNE INTERNATIONAL AIRPORT

**MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL
ACTIVITIES**

ORDINANCE NO. 19 - 05

EFFECTIVE January 1, 2020



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SECTION ONE - PREAMBLE & POLICY

GENERAL

The Fort Wayne-Allen County Airport Authority (the “Authority”), owner and operator of the Fort Wayne International Airport (the “Airport”) hereby does establish the following Policy for the Minimum Standards for Commercial Aeronautical Activities (herein after the “Commercial Minimum Standards”):

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

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

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

ADMINISTRATION AND POLICY OVERSIGHT

Administration of these Commercial Minimum Standards shall be by the Executive Director of Airports (the “Director”) and Authority staff.

The Director shall perform policy-making aspects of these Commercial Minimum Standards with ultimate authority residing with the Fort Wayne – Allen County Airport Authority Board (the “Board”).

AMENDMENT OF STANDARDS

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

OWNER'S RIGHTS

The establishment of these Commercial Minimum Standards does not alter the Board's proprietary right to engage in the development of Airport property as it deems prudent, including development of Commercial Aeronautical Activities historically exercised by the Board or which are not otherwise conferred exclusively herein.

SEVERABILITY

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall in no way affect any other covenant, condition or provision herein contained.

NOTICES, REQUESTS FOR APPROVAL, APPLICATIONS, AND OTHER FILINGS

Any notice, demand, request, consent, or approval that an entity is required to give to the Board or Fort Wayne – Allen County Airport Authority, shall be in writing, and shall be either personally delivered or sent by first class mail, postage prepaid, addressed as follows:

Fort Wayne – Allen County Airport Authority
3801 W. Ferguson Rd., Suite 209
Fort Wayne, IN 46809-3194

VARIANCES AND DEVIATIONS

The Board reserves the right to authorize variances or deviations from these Commercial Minimum Standards. Such variances or deviations may include waiving or modifying certain criteria or requiring Operators to meet additional criteria. All requests for variances or deviations shall be presented to the Board in writing in a form described by the Board. Such variances or activities not addressed in these Commercial Minimum Standards will be addressed by the Authority on a case-by-case basis in the Operator's Lease, Permit or Agreement.

ENFORCEMENT

The Director or his/her designee shall enforce the provisions of these Commercial Minimum Standards and may call upon the Public Safety Department for such assistance as the Director, or his/her designee, may from time to time require.

Failure to comply with the applicable standards set forth herein shall result in the suspension of the applicable activity permit issued to Operator for the first violation. Any subsequent violation shall result in permanent revocation of the associated permit thereby removing any privilege of the Operator to conduct the activities granted under the permit. Operator may also be subject to further penalty and/or enforcement in accordance with the Airport Rules and Regulations Ordinance. Furthermore, failure to

comply may also result in the termination of other Agreements between the Operator and the Board.

SECTION TWO - DEFINITIONS

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

AGREEMENT – a written contract, executed by both parties and enforceable by law between the Board and an entity granting a concession, transferring rights or interest in land and/or improvements, and/or otherwise authorizing and/or prohibiting the conduct of certain activities. Such Agreement will recite the terms and conditions under which the activity will be conducted at the Airport including, but not limited to, term of the Agreement; rents, fees, and charges to be paid by the entity; and the rights and obligations of the respective parties. For purposes of clarification, the following terms may be substituted for the term “Agreement” – Contract, Lease or Concession.

AIRCRAFT – any contrivance invented, used, or designed for navigation of, or flight in, the air.

AIRPORT - the Fort Wayne International Airport, together with all improvements and facilities of whatever nature located thereon.

AIRPORT CERTIFICATION MANUAL - a document required by the Federal Aviation Administration detailing the Airport’s obligations pursuant to 14 CFR 139.

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

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

AIRPORT SECURITY PLAN - a document required by the Transportation Security Administration (TSA) detailing the Airport's requirements as contained in the applicable security regulations found in 49 CFR Part 1542.

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

BASED AIRCRAFT – an aircraft that the Owner physically locates at the Airport for an undetermined period, and that, whenever absent from the Airport, its Owner intends to return to the Airport for long-term storage.

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

CFR – Code of Federal Regulations.

COMMERCIAL AERONAUTICAL ACTIVITY – relating to an operation conducted for the purpose of securing earnings, income, compensation, reimbursement (including exchange of service), and/or profit, whether or not such objectives are accomplished. Such Commercial Aeronautical Activities shall include but not be limited to commercial hangar operations, fueling, aircraft maintenance, and Part 135 Operations.

COMMERCIAL AERONAUTICAL MINIMUM STANDARDS - the qualifications or criteria, which may be established by an airport owner as the minimum requirements that must be met by a Person for the privilege to engage in on-airport Commercial Aeronautic Activities.

COMMERCIAL SELF-SERVICE FUELING – fueling of an aircraft by a pilot from a commercial fuel pump installed for that purpose by an FBO or the Airport Authority. The use of this type of facility is commercial in nature and is not to be considered to be Self-Fueling (as defined herein). The Authority reserves the exclusive right to operate Commercial Self-Service Fueling.

CO-OPERATIVE (CO-OP) FUELING – fueling operation conducted jointly or cooperatively by members of an organization formed by several Aircraft owners, air carriers or flight departments or by two or more entities pursuant to contract or other arrangement between the parties. Co-Op Fueling is not classified as a Self-Fueling Operation.

EMPLOYEE(S) – any individual employed by an entity whereby said entity collects and pays all associated taxes on behalf of Employee (i.e. Social Security and Medicare). The determination of status between “employee” and “contractor” shall be made according to the current Internal Revenue Service standards.

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

right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights, would be an exclusive right.

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

FAA - the Federal Aviation Administration.

FAR - Federal Aviation Regulation.

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

FUELING OPERATIONS - the dispensing of aviation fuel into Aircraft.

GRANTEE - as used in various agreements, a party who has been granted certain rights while operating at the Fort Wayne International Airport.

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

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

LANDSIDE - all areas of the Airport outside of the AOA.

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

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

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

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

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

RAMP (APRON) – an area of the Airport within the AOA designated for the loading, unloading, servicing, or parking of Aircraft.

RAMP PRIVILEGE – the authorized driving of a vehicle {by an individual with Airport issued security (identification badge)} upon an Aircraft-parking area on the AOA of the Airport to deliver persons, cargo or equipment to an Aircraft as a matter of convenience or necessity.

REGULATORY MEASURES – Federal, State, County, Local and Airport laws, codes ordinances, policies, rules and regulations, including without limitation those of the United States Department of Transportation, the United States Department of Homeland Security, Transportation Security Administration (TSA), FAA, National Fire Protection Association (NFPA), Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), and the Airport Certification Manual, the Airport's primary guiding document; all as may be in existence, hereafter enacted, and amended from time to time.

SELF-FUELER - (or Self-Fueling Operator) any Owner of an Aircraft that is based at the Airport that elects to perform Aircraft fueling services on its own Aircraft and/or Ground Support Equipment (GSE) with its own employees. Such activity cannot be contracted out to other parties. Self-Fueling is conducted using Owner's own fueling equipment with fuel that the Owner obtained from the source of his/her preference. Joint or cooperative efforts (Co-Op Fueling) are not considered to be a self-fueling.

SELF-SERVICE - maintenance of an Aircraft on Airport property performed by the Aircraft Owner in accordance with the Airport's reasonable standards or requirements and using equipment and parts obtained by the Aircraft Owner from the source of his/her preference.

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

- a) Removal, installation, and repair of landing gear tires.
- b) Replacing elastic shock absorber cords on landing gear.
- c) Servicing landing-gear shock struts by adding oil, air, or both.
- d) Servicing landing-gear wheel bearings, such as cleaning and greasing.
- e) Replacing defective safety wiring or cotter keys.
- f) Lubrication not requiring disassembly other than removal of nonstructural items such as covers plates, cowlings, and fairings.
- g) Making simple fabric patches not requiring rib stitching or the removal of structural parts or control services. In the case of balloons, the making of small fabric repairs to envelopes (as defined in and in accordance with, the balloon manufacturers' instructions) not requiring load

tape repair or replacement.

- h) Replenishing hydraulic fluid in the hydraulic reservoir.
- i) Refinishing decorative coating of fuselage, balloon baskets, wings, tail group surfaces (excluding balanced control surfaces), fairings, cowlings, landing gear, or cabin or cockpit interior when removal or disassembly of any primary structure or operating system is not required.
- j) Applying preservative or protective material to components where no disassembly of any primary structure or operating systems is involved and where such coating is not prohibited or is not contrary to good practices.
- k) Repairing upholstery and decorative furnishings of the cabin, cockpit, or balloon basket interior when the repairing does not require disassembly of any primary structure or operating system, interfere with an operating system, or affect the primary structure of the Aircraft.
- l) Making small, simple repairs to fairings, nonstructural cover plates, cowlings, and small patches and reinforcements, but not changing the contour so as to interfere with proper airflow.
- m) Replacing side windows where that work does not interfere with the structure or any operating system such as controls, electrical equipment, etc.
- n) Replacing safety belts.
- o) Replacing seats or seat parts with replacement parts approved for the Aircraft, not involving disassembly of any primary structure or operating system.
- p) Troubleshooting and repairing broken circuits in landing-light wiring circuits.

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

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

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

THROUGH-THE-FENCE OPERATION – a commercial activity that is directly related to the use of the Airport but is developed or located off Airport property and is on property that is not controlled by the Board. It also includes services performed on the Airport by individuals or companies that do not have a lease or permit from the Director to perform such services.

TSA - the Transportation Security Administration

SECTION THREE - GENERAL REQUIREMENTS

All Operators engaging in Commercial Aeronautical Activities at the Airport shall meet or exceed the requirements of this Section Three as well as the Commercial Minimum Standards applicable to the Operator's Activities, as set forth in subsequent sections.

EXPERIENCE/CAPABILITY

Operator shall have such business background and shall demonstrate its business capability and financial capacity to the satisfaction of, and in such manner as to meet with the approval of, the Board.

Any prospective Operator seeking to conduct a Commercial Aeronautical Activity at the Airport shall demonstrate that they have the resources necessary to realize the business objectives established by the Operator. **Appendix One - Proposal Requirements** should be used as a guide to assist prospective Operator in demonstrating resources and capabilities.

AGREEMENT REQUIRED

No entity shall be permitted to use any land or improvements, conduct any Commercial Aeronautical Activity or solicit business in connection therewith unless such activity is conducted in accordance with these Commercial Minimum Standards, as amended from time to time by the Board; and unless the entity has a valid Agreement with the Board allowing the conduct of such specifically authorized activities on the Airport. In the event of a conflict between an Agreement and the Commercial Minimum Standards, the Agreement shall govern.

Operators desiring to conduct a Commercial Aeronautical Activity shall also be required to obtain a **Commercial Aeronautical Activity Permit (Appendix Two)** issued by the Board (before engaging in such Activities) and pay all applicable fees and charges established by the Board for granting such rights and privileges.

An Operator shall not engage in any form of commercial activity (aeronautical or non-aeronautical) not specifically authorized by Agreement or Permit.

PAYMENTS OF RENTS, FEES, AND CHARGES

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

PREMISES

Operator shall occupy space on the Airport appropriate (in the Authority's sole discretion) for the type of services provided or work performed by Operator. All Commercial and Non-commercial Aeronautical Activities must be conducted on the Airport. Through-the-Fence Operations will not be permitted.

Premises used for Commercial purposes that require public access shall have direct landside access.

Ramps/Paved Tie-Downs (if required) must be adequately sized having a weight bearing capacity to accommodate the movement, staging, and parking of Operator's, (Operator's) Sub-lessee's or (Operator's) Sub-licensee's, and Customer's Aircraft (if applicable) without interfering with the movement of Aircraft in and out of other facilities and Aircraft operating in taxi-lanes or taxiways.

Ramps associated with hangars shall be sufficient, in size, to accommodate the movement of Aircraft

into and out of the hangar, staging, and parking of customer and/or Operator Aircraft without interfering with the movement of Aircraft moving in and out of other facilities and/or aircraft operating in taxi-lanes or taxiways, whichever is greater.

Paved automobile parking shall be sufficient to accommodate all of the Operator's and Operator's Sub-lessee's or Sub-licensee's (if applicable) customers, employees, visitors, vendors, and suppliers on a daily basis. Paved automobile parking shall be on Operator's Premises and located in close proximity to the Operator's main facility. On-street automobile parking is not allowed.

INDEPENDENT CONTRACTORS

Independent Contractors shall be permitted upon receipt of a Commercial Aeronautical Activity Permit as specified herein.

FACILITY MAINTENANCE

Unless otherwise agreed to in writing, Operator shall, at its own expense, keep and maintain the Premises leased/assigned for its own use and all such improvements and facilities and additions thereto, constructed or installed by it or by the Board, in good repair and in clean, neat, orderly, and fully functional condition, reasonable wear and tear excepted, during the term of any Agreement, including all interior, and exterior maintenance of all facilities, all landscaping, all utilities, all lighting, and all paved areas. Operator is also expected to provide all necessary cleaning services and replace any property that has been damaged by Operator's activities.

PRODUCTS, SERVICES AND FACILITIES

An FBO may conduct any activity or activities, meeting the applicable standards specified herein, in addition to those specifically identified and required of an FBO in Section 4 - Fixed Base Operator.

A Specialized Aeronautical Service Operator (SASO) may engage in any of the permissible Commercial Aeronautical Activities identified for a SASO in Section 5 - Specialized Aeronautical Service Operator.

Operators are expected to (1) conduct Activities in a safe, efficient, and first class professional manner, (2) provide products, services, and facilities on a reasonable and not unjustly discriminatory basis to all consumers, and (3) charge reasonable and not unjustly discriminatory prices (while being allowed to make reasonable discounts to volume purchasers).

EXCLUSIVE RIGHTS

No person shall be granted an exclusive right to conduct any Commercial Aeronautical Activity on the Airport as mandated by FAA regulations regarding exclusive rights and Commercial Minimum Standards for Commercial Aeronautical Activities.

The grant of an exclusive right for the conduct of any Commercial Aeronautical Activity, on an airport on which Federal funds, administered by the FAA, have been expended, is regarded as contrary to the requirements of applicable laws, whether such exclusive right results from an express agreement, from the imposition of unreasonable standards or requirements, or by any other means. However, certain circumstances may exist whereby exceptions to the granting of exclusive rights may occur:

- a) Single Activity. The presence on an airport of only one enterprise conducting Aeronautical Activities does not necessarily mean that an exclusive right has been granted. If there is no intent by express agreement, by the imposition of unreasonable standards, or by other means to exclude others, the absence of a competing activity is not a violation of this policy. This sort of situation frequently arises where the market potential is insufficient to attract additional

Aeronautical Activities. So long as the opportunity to engage in an Aeronautical Activity is available to those who meet reasonable and relevant standards, the fact that only one enterprise takes advantage of the opportunity does not constitute a grant of an exclusive right.

- b) Space Limitations. The leasing of all available airport land or facilities suitable for Aeronautical Activities to a single enterprise will be construed as evidence of intent to exclude others. This presumption will not apply if it can be reasonably demonstrated that the total space leased is presently required and will be immediately used to conduct the planned activity.
- c) Restrictions Based on Safety. Under certain circumstances, it is sometimes necessary to deny the right to engage in an Aeronautical Activity at an airport for reasons of safety.

NON-DISCRIMINATION

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

Operator shall not discriminate against any person or class of persons by reason of race, color, national origin, religion, age, sex (gender), sexual orientation, or physical or mental disability in providing any products or services or in the use of any of its facilities provided for the public, or in any manner prohibited by applicable Regulatory Measures including without limitation Part 21 of the Rules and Regulations of the office of the Secretary of Transportation effectuating Title VI of the Civil Rights Act of 1964, as amended or reenacted.

LICENSES, PERMITS, CERTIFICATIONS, AND RATINGS

Operator shall obtain, maintain, and post (display in a prominent location) all applicable licenses, permits, certifications and/or ratings for the activities specified herein and shall, upon request, provide copies to the Board.

PERSONNEL

Operator shall have in its employ, on duty, and on Premises or readily available during Hours of Activity as specified herein for each type of Commercial Aeronautical Activity, courteous, properly trained, fully qualified and certified (if applicable), and current in the function/position for which they are employed and working, personnel in such numbers as are required to meet these Commercial Minimum Standards and to meet the reasonable demands of the aviation public for each Activity being conducted in a safe, efficient, courteous, and prompt manner. Operator shall also maintain, during all business hours, a responsible person in charge to supervise the operations on the Premises with the authorization to represent and act for and on behalf of Operator.

Employee Appearance and Conduct - Operator shall be responsible for the conduct, demeanor, and appearance of its officers, agents, employees and representatives. Employees on duty shall wear uniforms or other suitable business attire consisting of a clean shirt or blouse (bearing company logo),

pants or skirt, and shoes or dress boots with socks. Uniforms will be of a consistent color theme. Employees shall be trained by Operator to render high quality, courteous, and efficient service. Operator shall closely supervise service personnel to assure a high standard of service.

No offensive or profane language or symbols will be worn or displayed by any employee. Each employee will conduct themselves in a professional manner at all times.

Upon receipt of a written objection from the Director concerning the conduct or demeanor of any of Operator's employees, Operator shall promptly eliminate the basis for the objection and shall take any action reasonably necessary to prevent a recurrence of the same or similar conduct or demeanor.

Employees not adhering to the above requirements, in the opinion of Director, will be asked to immediately comply or leave the Airport until such time they are in full compliance.

AIRCRAFT, VEHICLES, AND EQUIPMENT

All required Aircraft, Vehicles, and Equipment must be fully operational, functional, and available at all times and capable of providing all required products and services.

HOURS OF ACTIVITY

Operators shall be open and services shall be available to meet the reasonable demands of the public for the Activities specified herein. Hours of activity shall be clearly posted in public view using appropriate (and professional) signage approved in advance, and in writing, by the Director. Telephone numbers for after hours' emergency needs shall be clearly posted.

SAFETY AND SECURITY

The Public Safety Department of the Authority has overall responsibility for safety and security at the Airport as described in 14 CFR Part 139 and 49 CFR Part 1542, Indiana state law, and Authority ordinances. Standards and procedures for meeting these requirements are defined in the Airport Certification Manual and the Airport Security Program. These standards and procedures apply to certain Operators on the Airport.

Operators shall obey all rules and regulations promulgated from time to time by the USDOT, DHS, FAA, TSA, the State of Indiana, INDOT, the Fort Wayne–Allen County Airport Authority, the County of Allen, the City of Fort Wayne, and the Board governing the conduct and operation of the Airport and its facilities. Board agrees that any rules and regulations promulgated by the Fort Wayne–Allen County Airport Authority or the Board shall not be inconsistent with any legally authorized Federal or State rules or regulations. In the event the Board is assessed and pays a fine because of an act or omission of Operator, its employees, agents, and invitees, in violation of this Section, Operator shall reimburse the Board for such payment within (30) thirty days of the Board providing such notice of payment due.

ENVIRONMENTAL

Operator shall at all times and in all respects comply with Local, State, and Federal laws, ordinances, regulations, and orders relating to environmental protection, industrial hygiene, or the use, generation, manufacture, storage, disposal, or transportation of hazardous materials on, about, or from the Airport.

INDEMNIFICATION AND INSURANCE

All prospective and existing Operators shall provide to the Director's satisfaction evidence of their ability to procure and maintain insurance coverage in the amounts stipulated for each particular type of activity according to the insurance requirements established by the Authority in consultation with its risk management agent(s), as may be amended from time to time, and such evidence and/or certificate

of insurance shall be kept on file with the Authority. Said insurance requirements are subject to periodic modification. The limits stipulated for each Activity represent the minimum coverage and amounts that shall be maintained by Operator to engage in Activities at the Airport. Operator shall conduct its own analysis, in conjunction with its own risk management agent(s), to determine if additional coverage is needed.

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

Policies of insurance shall be in a form and with companies (authorized to write insurance in the State of Indiana) satisfactory to the Board having an A.M. Best rating of B+, VIII or better. Operator shall be fully responsible for any insurance policy deductible(s) for which the required insurance applies.

TAXES AND ASSESSMENTS

Operator shall, at its sole cost and expense, pay all taxes, fees, and other charges that may be levied, assessed, or charged by any duly authorized entity associated with Operator's Premises (land and/or improvements), Operator's trade fixtures on Premises, and/or Operator's Activities.

NEW ACTIVITIES

Aeronautical Activities may be proposed that do not fall within the categories designated herein. In any such cases, appropriate minimum standards shall be developed at such time on a case-by-case basis for such Activities and/or incorporated into the Operator's Agreement.

EXISTING AGREEMENTS

It is understood that the establishment of these Commercial Minimum Standards may not alter certain provisions or requirements of existing Agreements or Permits between the Board and existing tenants.

Existing tenants, however, are requested to comply with these Commercial Minimum Standards and any subsequent amendment thereto, as set forth herein, even if not automatically obligated to do so. All entities will become subject to these standards immediately following the expiration, termination, and/or modification of any Agreement through amendment, addendum, extension, renewal, or other means.

CONSTRUCTION/ALTERATIONS

All alterations and improvements, including but not limited to offices, hangars, access roads, access taxiways, vehicle parking areas and Aircraft parking areas, shall be in accordance with design and construction standards established by the Authority and in accordance with applicable Federal, State and Local codes, ordinances, laws, rules and regulations. Operator shall not proceed with any construction or remodeling on the Premises leased/assigned without first obtaining advance written approval of plans and specifications for such work from applicable agencies, including receipt of the Authority's building permit.

SUBLICENSE/SUBLEASE ACTIVITY

All Sublicense/Sublease Agreements require the prior written approval of the Board.

COMPLIANCE WITH REGULATORY MEASURES

Operator shall observe and obey all Regulatory Measures promulgated from time to time by the DOT, FAA, DHS, TSA, INDOT, the State of Indiana, the County of Allen, the City of Fort Wayne, and the Board governing the conduct and operation of the Airport and its facilities. The Board agrees that any Regulatory Measures promulgated by the Board shall not be inconsistent with any legally authorized rule or regulation of the DOT, the FAA, the DHS, the TSA, or the State of Indiana.

SECTION FOUR – FIXED BASE OPERATOR (FBO)

DEFINITION

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

In addition to the General Requirements set forth in Section Three, each Fixed Base Operator at the Airport shall comply with the following minimum standards set forth herein.

An FBO may Sublicense any required aviation services to a SASO (i.e., a SASO can fulfill any of the mandatory requirements (except fueling) of an FBO) provided that the Sublicense and/or Sublease Agreement are approved in writing in advance by the Board. SASOs must meet all applicable requirements for the Sublicense operation. SASOs can Sublease space from an FBO in order to meet minimum standards as long as the FBO meets the Premises requirement for an FBO plus the requirements for the SASO activity.

An FBO may engage in any SASO Aeronautical Commercial Activity or any other commercial activity (aeronautical or non-aeronautical), either directly or through a Sublicense Agreement approved in writing in advance by the Board. In providing these optional FBO services, the FBO shall meet all applicable requirements as outlined below for the SASO activity and any other commercial activity in addition to the FBO requirements specified in this Section Four.

PREMISES

Ramp	172,800	sf
FBO Facility	12,000	sf
Hangar *	15,000	sf
Fuel storage/fueler **	50,000	gallons
Vehicle Parking	80	Spaces
Tie-down	20	Spaces

* hangar square footage can be a combination of several separate hangars but one of the hangars must be at least 12,000 square feet.

** fuel storage must accommodate at least 50,000 gallons of jet fuel

Ramp area shall provide paved transient Aircraft parking having the weight-bearing capacity to accommodate the largest Aircraft typically handled or serviced by the FBO. Ramp area shall include adequate space to accommodate the number, type, and size of based/transient aircraft requiring tie-down space at the Operator's Premises, but no less than twenty (20) paved tie-down spaces.

Building/Facility area shall include a customer area having adequate space for (or in the case of a sublease/sublicense, immediate access to) customer lounge, public use telephone and restrooms and an administrative area having adequate and dedicated space for employee offices, work areas, and storage.

FUEL STORAGE

FBO shall demonstrate that satisfactory arrangements have been made with a recognized aviation petroleum distributor for delivery of aviation fuels in such quantities as are necessary to meet the requirements set forth herein.

An FBO shall have a fixed fuel storage tank system (in a location designated by Board), containing safety fixtures, and filtration systems to ensure fuel quality in accordance with applicable standards. All new fuel storage tanks shall be in location(s) designated by Board, above ground storage tanks and built, installed, operated and maintained in accordance with all Federal, State and Local regulations. The fuel storage area must have proper signage to identify hazards and no smoking.

The system shall have adequate storage for each type of fuel the FBO is required to provide. The storage system must include adequate fuel spill prevention features and containment capabilities together with a pre-approved fuel Spill Prevention Countermeasures and Control Plan that must be submitted to the Authority and kept current by Operator. Operator will submit to the Authority any updates to such documents on a timely basis or at any other time upon Authority's request.

If FBO is providing into-plane service to scheduled air carriers, it shall have the capability of at least 50,000 gallons capacity for Jet fuel or such additional capacity necessary to refuel the largest Aircraft normally frequenting the Airport, whichever is greater.

FBO shall meet all applicable standards necessary for the storage of fuel for general aviation and scheduled air carriers. Further, all fuel delivered shall be clean, bright, pure, and free of microscopic organisms, water, or other contaminants. Ensuring the quality of the fuel is the responsibility of FBO.

FBO shall provide for the lawful and sanitary handling and timely disposal, away from the Airport, of all solid waste, regulated waste, and other materials including, but not limited to, used oil, solvents and other regulated waste. FBO shall provide monthly fuel reports, including total gallons of fuel delivered by type and category, to the Authority.

FUELING EQUIPMENT

An FBO shall be required to comply with and/or provide the following:

- a) Fuel-dispensing equipment, meeting all applicable Regulatory Measures for each type of fuel dispensed;
- b) Adequate bonding wires, continuously inspected and maintained, on all fueling equipment;
- c) Spill kits for both fixed and mobile fuel storage tanks;
- d) An adequate supply of properly located fire extinguishers and/or equipment as required by applicable fire codes;

- e) Mobile refueling vehicles (Refuelers), designed and built for the purpose of fueling Aircraft, self-propelled, properly marked/labeled with type of fuel being carried, equipped with a metering device, and having separate dispensing pumps for each grade of fuel (Jet A Refuelers shall have the capability to provide "over-the-wing", "single point", and "bottom-loading" capability). All refueling vehicle drivers must have the appropriate operator license;
- f) Proper storage and staging of Refuelers in accordance with all applicable Regulatory Measures;
- g) FBO's shall provide both 100LL (or suitable alternative for use in piston powered aircraft) and Jet A fuels;
- h) Refueler Size/Quantity:
At least one 100LL refueler with a 750-gallon minimum
At least one Jet A refueler with a 3,000-gallon minimum (as required);
- i) Backup Equipment:
An FBO having only one Refueler per fuel type shall be required to have immediate access to the use and operation of a temporary replacement Refueler should the primary vehicle used to meet these Commercial Minimum Standards become inoperative and/or unable to dispense fuel. Such access shall be conveyed through written agreement clearly stating the terms and conditions under which Refueler shall be made available to FBO. Copies of such agreement shall be made available to the Director upon request; and
- j) Use of Equipment:
With respect to the use and operation of the equipment described herein, FBO shall be liable for any leaks, spills and/or other damage that may result from the handling, storage, or dispensing of fuel.

OTHER EQUIPMENT

In regard to line service activities, FBO shall provide tie-down facilities and equipment including but not limited to rope, chains and other types of restraining devices (e.g. wheel chocks); adequate loading, unloading and towing equipment (tugs and towbars) to safely and efficiently move Aircraft as necessary; equipment for repairing and inflating Aircraft tires, servicing oleo struts, changing oil, washing Aircraft and Aircraft windows and recharging or energizing discharged Aircraft batteries and starters; oxygen and nitrogen; equipment to clean and deodorize both the interior and exterior of Aircraft; telephone and radio contact to service personnel; tools, jacks, ground power units, and crew/courtesy vehicles.

FBO shall provide to its staff clothing and equipment based on all applicable Regulatory Measures for the safe performance of their duties.

The quantity of such equipment shall be based upon that required to support the Aircraft normally frequenting the FBO's Premises to include backup/replacement equipment.

AIRCRAFT RECOVERY/REMOVAL

In order to maintain the operational readiness of the Airport, within thirty (30) minutes upon request, the FBO shall respond to the Airport using equipment, materials and staff to promptly begin the steps necessary to remove disabled Aircraft (up to the largest Aircraft based at the FBO) from the airfield during its Hours of Activity or if after Hours of Activity have staff available on-call to respond within sixty (60) minutes.

COLLECTION OF LANDING FEES

Operator shall collect landing fees as prescribed by the Authority's Rates and Charges Ordinance from all Aircraft entering the Operator's Premises and from all such Aircraft for whom services are provided at other areas of the Airport. Operator shall maintain a record of the Aircraft tail number, date and amount collected, and remit the fees to the Authority monthly, less any standard administrative charges authorized by the Authority. Operator shall advise the Director of any Aircraft Operator who refuses to pay, or refuses to make satisfactory arrangements for payment of landing fees.

FUEL FLOWAGE FEES

Operator shall submit to the Authority a monthly report of fuel deliveries and sales and shall remit to the Authority the applicable fuel flowage fee for all aviation fuel delivered. A fuel flowage fee shall be established by the Board in its sole discretion from time to time. This fee shall be assessed for fuel delivered into the FBO's fuel facilities, or for fuel obtained by the Owner or Operator of an Aircraft from a source other than the FBO and delivered to said Aircraft while on the Airport. The Operator will keep the delivery ticket (bill of lading) for each delivery of aviation fuel for a minimum of three (3) years and make them available for audit by the Authority upon request.

SECTION FIVE - SPECIALIZED AVIATION SERVICE OPERATORS (SASO)

DEFINITION

A Commercial Operator that conducts an aeronautical business on the Airport that offers limited aeronautical service, does not sell fuel and is authorized to conduct such business through licensing by or through Agreement with the Board. This business may provide any or a combination of Aeronautical Activities listed below and the services listed in Section Six herein. In addition to the General Requirements set forth in Section Three, each SASO shall comply with the following standards set forth in this Section Five if those activities are part of the SASO's operation.

SCOPE OF COMMERCIAL AERONAUTICAL ACTIVITIES

Activities shall include, but are not limited to:

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

A SASO is not permitted to provide, sell, or dispense fuel (aviation or otherwise) to (or barter, trade, or exchange aviation fuel with) the public and/or any other entity.

An FBO may Sublicense any required aviation services to a SASO (i.e., a SASO can fulfill any of the mandatory requirements of an FBO except fuel services) provided that the Sublicense and/or Sublease Agreement are approved in writing in advance by the Board. SASOs must meet all applicable requirements for the Sublicense operation. SASOs can Sublease space from an FBO in order to meet its minimum standards as long as the FBO meets the Premises requirement for an FBO plus the requirements for the SASO activity; plus the space requirements for any additional Commercial Activities.

PREMISES

Building/Facility requirements shall be determined by the Director based on the type of Commercial Aeronautical Activity(ies) being provided. Such space shall include a customer area having adequate space for (or in the case of a sublease/sublicense, immediate access to) customer lounge, public use telephone and restrooms and an administrative area having adequate and dedicated space for employee offices, work areas and storage. Minimum requirements shall include:

Bldg/Hangar	600 sf
Vehicle Parking	2 Spaces

EQUIPMENT

Operator shall have (based at the Airport), either owned or under a written lease to (and under the full and exclusive control of) Operator, sufficient vehicles, equipment, and, if appropriate, continuously airworthy Aircraft. Operator shall have sufficient supplies and parts available to support the Activity. Equipment minimum requirements for the above listed Commercial Aeronautical Activities shall include but not be limited to the following:

a) Sightseeing flights

- Airworthy aircraft
- Tow bars
- Tug method
- Fire extinguishers

b) Crop dusting

- Airworthy aircraft
- Containment/ spill equipment
- Fire extinguishers
- Tow bars
- Tug method

c) Banner towing

- Airworthy aircraft
- Storage area for banner equipment
- Tow bar

- Tug method
- Fire extinguisher
- d) Aerial photography
 - Airworthy aircraft
- e) Powerline/pipeline patrol
 - Airworthy aircraft
 - Storage area
- f) Fire fighting
 - Airworthy aircraft
 - Containment for retardant
 - Spill containment materials
 - Storage area
 - Tow bar
 - Tug method
- g) Aircraft detailing
 - Biodegradable detergents
 - Mops and squeegees
 - Environmentally approved solvents
 - Hoses
 - Buckets
- h) Air Ambulance
 - Airworthy aircraft
 - Tow bar
 - Tug method

Below are specifications for various SASO activities:

1. AIRCRAFT CHARTER OPERATOR

a) DEFINITION

An Aircraft Charter Operator is a Commercial Operator engaged in on-demand common carriage for persons or property (as defined in 14 CFR Part 135) or operates in private carriage under 14 CFR Part 125. In addition to the General Requirements set forth in Section Three, each Aircraft Charter Operator at the Airport shall comply with the following minimum standards set forth below.

b) PREMISES

Building/Facility requirements shall be determined by the Director based on the type of Commercial Aeronautical Activity(ies) being provided. Such space shall include a customer area having adequate space for (or in the case of a sublease/sublicense, immediate access to) customer lounge, public use telephone and restrooms and an administrative area having

adequate and dedicated space for employee offices, work areas and storage. Minimum requirements shall include:

Bldg/Hangar	6,000 sf
Vehicle Parking	10 Spaces

c) PERSONNEL

Operator shall have in his employ and on duty during hours of Activity never less than one (1) person or the minimum number of persons required to operate the Aircraft being flown, whichever is greater.

d) EQUIPMENT

Operator shall provide, either owned or under a written lease and under the full and exclusive control of Operator the type, class, size and number of Aircraft intended to be used by Operator that are continuously airworthy and which must meet the requirements of the FAA certificate held by Operator. The Aircraft shall be certified for and capable of use under instrument meteorological conditions. In addition to the above, minimum equipment requirements shall additionally include but not be limited to the following:

- Airworthy aircraft
 - 1) Single engine
 - 2) Multi-engine
- Tow bar
- Tug method
- Cell phone
- Aircraft cleaning equipment

2. *COMMERCIAL HANGAR OPERATOR*

a) DEFINITION

A Commercial Hangar Operator is a Commercial Operator that develops, owns, and/or leases facilities for the purpose of selling or subleasing (to the public) Aircraft storage facilities and/or associated office or shop space to entities engaging in Aeronautical Activities. In addition to the General Requirements set forth in Section Three, each Commercial Hangar Operator at the Airport shall comply with the following minimum standards set forth below.

b) PREMISES

Building/Facility requirements shall be determined by the Director based on the type of Commercial Aeronautical Activity(ies) being provided. Such space shall include (or in the case of a sublease/sublicense, immediate access to) restrooms and an administrative area having adequate and dedicated space for employee offices, work areas and storage.

Hangar area(s) may be subdivided in units of no less than 1,000 SF for the purposes of creating T-Hangars and/or "condominium" style hangars to accommodate multiple small aircraft. All tenants and subtenants shall only store the aircraft identified in their lease agreement in the hangar.

Bldg/Hangar	7,500 sf
Vehicle Parking	14 Spaces

c) PERSONNEL

Operator shall have in his employ and on duty during hours of Activity never less than one (1) person or the minimum number of persons required to perform requested services.

d) EQUIPMENT

Operator shall have sufficient vehicles, equipment, and parts available to support the Activity. Equipment minimum requirements shall include but not be limited to the following:

- Multi-head tow bag
- Tug(s)
- Hangar cleaning equipment
- Inventory spare parts for hangar(s)

3. *AIRCRAFT MAINTENANCE OPERATOR*

a) DEFINITION

An Aircraft Maintenance Operator is a Commercial Operator engaged in providing Aircraft Maintenance for Aircraft other than those owned, leased, and/or operated by (and under the full and exclusive control of) Operator, which includes the sale of Aircraft parts and accessories. An Aircraft Maintenance Operator shall comply with 14 CFR Part 43. Operator shall be capable of providing maintenance and repair to aircraft in the following categories; single and multiple engine piston, turboprop and turbojet aircraft.

In addition to the General Requirements set forth in Section Three, each Aircraft Maintenance Operator at the Airport shall comply with the following minimum standards set forth in this Section.

b) PREMISES

Building/Facility requirements shall be determined by the Director based on the type of Commercial Aeronautical Activity(ies) being provided. Such space shall include a customer area having adequate space for (or in the case of a sublease/sublicense, immediate access to) customer lounge, public use telephone and restrooms, an administrative area having adequate and dedicated space for employee offices, work areas and storage, and a maintenance area having adequate and dedicated space for employee work areas, shop areas, and storage for parts and equipment.

Hangar area shall be at least equal to the square footage required for the type of Aircraft Maintenance being provided (as identified) or large enough to accommodate the largest Aircraft undergoing Aircraft Maintenance (other than preventative aircraft maintenance), whichever is greater.

Ramp shall include paved parking for Aircraft not in service and/or waiting for service.

Bldg/Hangar	15,000 sf
Vehicle Parking	6 spaces

c) PERSONNEL

Operator shall have in his employ and on duty during hours of Activity never less than one (1) person or the minimum number of persons required to perform requested services. Operator shall have in his employ at least one (1) certified A & P (airframe and powerplant) mechanic.

d) AIRCRAFT PAINTING

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

e) LICENSES AND CERTIFICATION

Operator shall hold the appropriate FAA repair station certificate (if required by the FAA), with ratings equal to the work being performed. In the case of a new operation, Operator must acquire all applicable repair station certifications within six (6) months of operation initiation.

f) EQUIPMENT

Operator shall provide sufficient tools, equipment, supplies and access to (availability of) parts equivalent to those required for the work to be performed. Equipment minimum requirements shall include but not be limited to the following:

- Multi-head tow bar(s)
- Tug(s)
- Environmentally safe solvents
- Engine oil recycling storage
- Tools as required for aircraft being serviced
- File storage for work orders
- Absorbents
- Containment apparatus
- Cell phone
- Work benches
- Aircraft maintenance manuals
- Chocks
- Fire extinguishers
- Aircraft recovery equipment

4. *AVIONICS OR INSTRUMENT MAINTENANCE OPERATOR*

a) DEFINITION

An Avionics or Instrument Maintenance Operator is a Commercial Operator engaged in the

business of maintenance, alteration, or sale of one or more of the items described in 14 CFR Part 43, Appendix A (e.g., Aircraft radios, electrical systems, or instruments). In addition to the General Requirements set forth in Section Three, each Avionics or Instrument Maintenance Operator at the Airport shall comply with the following minimum standards set forth below.

b) PREMISES

Building/Facility requirements shall be determined by the Director based on the type of Commercial Aeronautical Activity(ies) being provided. Such space shall include a customer area having adequate space for (or in the case of a sublease/sublicense, immediate access to) customer lounge, public use telephone and restrooms, an administrative area having adequate and dedicated space for employee offices, work areas and storage, and a maintenance area having adequate and dedicated space for employee work areas, shop areas, and storage for parts and equipment.

Bldg/Hangar	1,200 sf
Vehicle Parking	4 spaces

c) PERSONNEL

Operator shall have in his employ and on duty during hours of Activity never less than one (1) person or the minimum number of persons required to perform requested services.

d) LICENSES AND CERTIFICATION

Operator shall hold the appropriate repair station certificates issued by FAA for the types of equipment to be serviced and/or installed. In the case of a new operation, Operator must acquire all applicable repair station certifications within six (6) months of operation initiation.

e) EQUIPMENT

Operator shall provide sufficient tools, equipment, supplies, and access to (availability of) parts equivalent to those required for the work to be performed. Equipment minimum requirements shall include but not be limited to the following:

- Test benches
- Test equipment
- Factory maintenance manuals
- Records storage
- Cell phone
- Fire extinguishers

5. AIRCRAFT RENTAL AND/OR FLIGHT TRAINING OPERATOR

a) DEFINITIONS

An Aircraft Rental Operator is a Commercial Operator engaged in the rental of Aircraft to the public to include any necessary competency checks, check rides and/or transition training associated with Aircraft Rental Activities. In addition to the General Requirements set forth in Section Three, each Aircraft Rental Operator at the Airport shall comply with

the following minimum standards set forth below.

A Flight Training Operator is a Commercial Operator engaged in providing flight instruction to the public including flight training using fixed and/or rotary wing Aircraft and providing such related ground school instruction and flight check rides for the category or categories

of pilot certificate(s) and rating(s) involved. In addition to private pilot and commercial pilot license and instrument rating training, Operator provides recurrent training (e.g. biennial flight review, instrument competency check, etc.). A person holding a current FAA flight instructor's certificate, who gives flight instruction to an owner of an Aircraft in the owner's Aircraft (and does not provide or make flight instruction available to the public or another aircraft owner on the Airport), shall not be deemed an Aeronautical Commercial Activity. In addition to the General Requirements set forth in Section Three, each Flight Training Operator at the Airport shall comply with the following minimum standards set forth in this Section.

b) PREMISES

Building/Facility requirements shall be determined by the Director based on the type of Commercial Aeronautical Activity(ies) being provided. Such space shall include a customer area having adequate space for (or in the case of a sublease/sublicense, immediate access to customer lounge, public use telephone and restrooms and an administrative area having adequate and dedicated space for employee offices, work areas and storage.

Bldg/Hangar	6,000 sf
Vehicle Parking	6 Spaces

c) PERSONNEL

In addition to being properly certified by the FAA and being able to provide the type of flight training offered, flight instructors shall be able to provide competency flight checks for all aircraft available for rental.

d) LICENSES AND CERTIFICATION

Operator shall meet and maintain all applicable requirements for the services offered. Personnel shall be properly certified by the FAA, these shall be current, and each shall hold the appropriate ratings and medical certification in the Aircraft being flown.

e) EQUIPMENT

For Aircraft rental or flight training, Operator shall have available either owned or under a written lease and under the full and exclusive control of Operator, at least one properly certified and continuously airworthy single engine Aircraft capable for flight under instrument conditions. Aircraft shall be stored and maintained in a manner to ensure that the Aircraft remains continuously airworthy.

Flight Training Operators shall provide, at a minimum, adequate mock-ups, still and motion pictures, or other training aids necessary to provide proper and effective ground school instruction.

In addition to the above equipment, equipment minimum requirements shall include but not be limited to the following:

- Records storage
- Chocks
- Inventory:
 - 1) Flight instruction manuals
 - 2) Aircraft manuals for training aircraft
 - 3) Airman's Information Manuals
 - 4) Sectional Charts

f) INSURANCE DISCLOSURE REQUIREMENT

Any Operator conducting Aircraft Rental or Flight Training shall post a notice and incorporate within the aircraft rental and instruction agreements the coverage and limits provided to the renter or student by Operator, as well as a statement advising that additional coverage is available to such renter or student through the purchase of an individual non-ownership liability policy. Operator shall provide a copy of such notice to the Director upon request.

6. **AIRCRAFT SALES OPERATOR**

a) DEFINITION

An Aircraft Sales Operator is a Commercial Operator engaged in the retail sale of new and/or used Aircraft. In addition to the General Requirements set forth in Section Three, each Aircraft Sales Operator at the Airport shall comply with the following minimum standards set forth below.

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

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

General: Operator shall provide information to purchasers regarding repair and servicing of Aircraft, for the duration of any sales guarantee or warranty period.

b) PREMISES

Building/Facility requirements shall be determined by the Director based on the type of Commercial Aeronautical Activity(ies) being provided. Such space shall include (or in the case of a sublease/sublicense, immediate access to) public use telephone and restrooms and an administrative area having adequate and dedicated space for employee offices, work areas and storage.

Bldg/Facility	100	sf
Vehicle Parking	2 Spaces	

c) PERSONNEL

Operator shall have in his employ and on duty during hours of Activity never less than one (1) person or the minimum number of persons required to perform requested services.

d) LICENSES AND CERTIFICATIONS

Operator shall maintain all applicable licenses, certifications and ratings. Personnel shall be properly certified by the FAA, current, and hold the appropriate ratings and medical certification for providing flight demonstration in all Aircraft being offered for sale.

e) EQUIPMENT

Operator shall have information for purchasers regarding access to spare parts for the type of new Aircraft for which sales privileges are granted. Operator shall additionally provide aircraft brochures to its customers.

7. AIRCRAFT MANAGEMENT OPERATOR

a) DEFINITION

An Aircraft Management Operator is a Commercial Operator engaged in the business of providing Aircraft management services (for Aircraft not owned by the Operator) including, but not limited to, flight scheduling and dispatching and flight crew (pilot) services to the public (and/or coordinating Aircraft fueling with the FBO, line services, ground handling, maintenance, and storage for or on behalf of the public).

b) PREMISES

Building/Facility requirements shall be determined by the Director based on the type of Commercial Aeronautical Activity(ies) being provided. Such space shall include a customer area having adequate space for (or in the case of a sublease/sublicense, immediate access to) customer lounge, public use telephone and restrooms and an administrative area having adequate and dedicated space for employee offices, work areas and storage.

Premise requirements may be met directly (via a lease agreement with the Board) or indirectly (via an approved Sublease with another approved operator at the Airport) by the Operator. Further, Premise requirements may be met through the Operator's customer(s) (Aircraft Owner) who have based Aircraft at the Airport as long as the Aircraft Owner meets applicable equivalent standards, as appropriate, and, as specified in this Section for the storage of their own Aircraft.

Bldg/Facility	100 sf
Vehicle Parking	2 Spaces

c) PERSONNEL

Operator shall have in his employ and on duty during hours of Activity never less than one person or the minimum number of persons required to operate Owner's Aircraft, whichever is greater.

d) EQUIPMENT

Aircraft under management may be owned or leased by a single entity or multiple entities (including fractional ownership provided such ownership structure is in compliance with all applicable Regulatory Measures). A major shareholder, partner, member or Owner of the Aircraft under management may also utilize the Aircraft. Operator shall maintain records storage.

SECTION SIX – OTHER COMMERCIAL OPERATORS

1. **CARGO GROUND HANDLING OPERATOR**

a) DEFINITION

A Ground Handling Operator is a Commercial Operator engaged in the business of providing aviation freight loading and unloading services.

Building/Facility requirements shall be determined by the Director based on the type of Commercial Aeronautical Activity(ies) being provided. Such space could include adequate space for (or in the case of a sublease/sublicense, immediate access to) restrooms for pilots and passengers and an administrative area having adequate and dedicated space for employee offices, work areas and storage.

b) PREMISES

Premise requirements may be met by the Operator directly (via a lease agreement with the Board) or indirectly (via an approved Sublease with another approved operator at the Airport or through Operator's customers(s) who have Commercial Aviation Operations at the Airport). Such Operator's customer's premises must meet applicable equivalent standards, as appropriate, and, as specified in this Section.

Bldg/Facility	3,000 sf
Vehicle Parking	6 Spaces

c) PERSONNEL

Operator shall have in his employ and on duty during hours of Activity never less than one (1) person or the minimum number of persons required to perform their duties, whichever is greater.

d) EQUIPMENT

Operator shall have at the Airport and under its exclusive control, either owned or leased by Operator sufficient vehicles, equipment, supplies and parts available to support the Activity. Equipment minimum requirements shall include but not be limited to the following:

- Secure Storage or Cage/Area
- Fork Lift
- Aircraft Tail Stands
- K-Loaders
- Container Dollies
- Tow/Pushback Equipment

- Truck Stairs/Passenger Stairs
- Bag Carts & Tow Vehicles
- Belt Loaders
- Safety Cones
- Aircraft Marshalling Wands (Day & Night)
- Personal Protective Equipment (PPE - Reflective Vests, Hearing Protection, Lift Protection)
- Two Way Ramp Ground Communication & Ramp to Air Crew Comm. Equip.
- Lavatory Servicing and Potable Water Service Equipment
- De-Ice and Anti-Ice Equipment/Fluids for Aircraft
- Aircraft Cabin Air-Conditioning Equipment
- Mobile Ground Power Units

2. ***PASSENGER CARRIER GROUND HANDLING OPERATOR***

a) DEFINITION

A Passenger Ground Handling Operator is a Commercial Operator engaged in the business of providing various services to passenger airlines. Services for passenger airlines may include cabin service (cleaning and restocking), catering, lavatory drainage, passenger stairs, luggage handling, aircraft in/out and parking, aircraft towing, passenger check-in, gate arrive and departure services to passengers, counter staffing and other related functions.

b) PREMISES

Building/Facility requirements shall be determined by the Director based on the type of Commercial Aeronautical Activity(ies) being provided. Such space could include adequate space for (or in the case of a sublease/sublicense, immediate access to) restrooms for pilots and passengers and an administrative area having adequate and dedicated space for employee offices, work areas and storage.

Premise requirements may be met by the Operator directly (via a lease agreement with the Board) or indirectly (via an approved Sublease with another approved operator at the Airport or through Operator's customers(s) who have Commercial Aviation Operations at the Airport). Such Operator's customer's premises must meet applicable equivalent standards, as appropriate, and, as specified in this Section.

Bldg/ Facility	1,000	sf
Vehicle Parking	5	spaces

c) PERSONNEL

Operator shall have in his employ and on duty during hours of Activity never less than three(3) persons or the minimum number of persons required to ground handle Owner's Aircraft, whichever is greater.

d) EQUIPMENT

Operator shall have at the Airport either owned, leased or contracted by Operator sufficient vehicles, equipment, supplies and parts available to support the Activity. Equipment minimum requirements shall include but not be limited to the following:

- Tow/Pushback Equipment
- Truck Stairs/Passenger Stairs
- Bag Carts & Tow Vehicles
- Belt Loaders
- Safety Cones
- Aircraft Marshalling Wands (Day & Night)
- Personal Protective Equipment (PPE - Reflective Vests, Hearing Protection, Lift Protection)
- Two Way Ramp Ground Communication & Ramp to Air Crew Comm. Equip.
- Lavatory Servicing and Potable Water Service Equipment
- De-Ice and Anti Ice Equipment/Fluids for Aircraft
- Aircraft Cabin Air-Conditioning Equipment
- Ground Power (GPU) Units – Fixed or Mobile

SECTION SEVEN - NON-COMMERCIAL OPERATORS

1. *PRIVATE FLYING CLUBS*

A Private Flying Club is an entity that is legally formed as a non-profit entity within the State of Indiana (or foreign entity authorized to operate in the State of Indiana) that operates on a non-profit basis (so as not to receive revenues greater than the costs to operate, maintain, acquire and/or replace club aircraft), and restricts membership from the general public (i.e., does not advertise its membership availability to the general public).

A Private Flying Club desiring to base Aircraft and operate at the Airport must comply with the applicable provisions of this section of the Commercial Minimum Standards and all other applicable Regulatory Measures including Airport Rules and Regulations. A Private Flying Club shall not be required to meet the minimum standards for Aircraft Rental or Flight Training Operators so long as the Private Flying Club restricts membership from the general public as stated above.

No member (owner) of a Private Flying Club shall receive compensation (be paid) for services provided to the Private Flying Club or its members (owners) unless such member (owner) is an authorized/approved Operator. This does not include the provision of flight instruction relating to aircraft checkout and/or currency (e.g., biannual flight reviews, instrument proficiency checks, etc.) provided by a Private Flying Club member (on an exclusive basis) to other Private Flying Club members.

No member (owner) shall use Private Flying Club Aircraft in exchange for compensation (payment). This does not include reimbursement for expenses associated with the use of Private Flying Club aircraft.

The ownership of the Aircraft shall be vested in the name of the Private Flying Club or owned in equal shares by all of its members. The property rights of the members of the Private Flying Club shall be equal

and any part of the net earnings of the Private Flying Club to be distributed to the members shall be in equal shares to all members. The Private Flying Club shall not derive greater revenue from the use of its Aircraft than the amount necessary for its actual operation, maintenance, and replacement or upgrade of its Aircraft. Private Flying Club Aircraft shall not be used by members for rental, or by anyone for charter or lease.

Private Flying Clubs may not offer or conduct charter, air taxi or Aircraft rental operations. They may not conduct Aircraft flight instruction except for members, and only members of the Private Flying Club may operate the Aircraft (including flight instructors), except for ferrying operations or maintenance flight checks. Any qualified mechanic who is a registered member and part Owner of the Aircraft owned and operated by a Private Flying Club shall not be restricted from doing maintenance work on Aircraft owned by the Private Flying Club.

The Private Flying Club shall notify the Authority in writing of its presence on the Airport. Upon request by the Authority, the Private Flying Club will furnish the Authority a copy of its charter and bylaws, articles of association, partnership or membership agreement(s), and/or other documentation supporting its existence; a roster, or a list of members, officers and directors (to be revised on an bi-annual basis); number and type of Aircraft; evidence that ownership is vested in the Private Flying Club; and the operating rules of the Private Flying Club. The books and other records of the Private Flying Club shall be available for review at any reasonable time by the Authority or its authorized agent.

2. *NON-COMMERCIAL PRIVATE HANGAR OPERATOR*

a) DEFINITION

A Non-Commercial Private Hangar Operator is an entity that develops, constructs, and/or owns or leases one or more hangar structures for the primary purpose of storing Aircraft used for Private Non-Commercial purposes only. In addition to the General Requirements set forth in Section Three, each Non-Commercial Hangar Operator at the Airport shall comply with the following minimum standards set forth below.

Operator shall only use the Premises for Aircraft owned, leased, and/or operated by (and under the full and exclusive control of) Operator for Private Non-Commercial purposes. If Aircraft is leased, Operator shall provide the Director with a copy of the Aircraft lease.

No commercial activity of any kind shall be permitted on or from the Premises. Operator shall not be permitted to Sublease (or share) any portion of the Premises to any other entity except those Operators who are tenants of record when the Non-Commercial Private Hangar Operator enters into a lease agreement with the Authority or those Operators who are an authorized subtenant at the Premises after the Authority's prior written consent to such sublease. Operator shall not barter, trade, or exchange any aeronautical goods and services with any other entity. Operator shall not participate in any cooperative* Aeronautical Activities with any other entity (i.e., engage in any joint activities or share** any resources).

Operator may fuel, maintain, repair, clean, and/or otherwise service its own Aircraft (as defined in this Section) in accordance with all applicable Regulatory Measures provided the Operator does so himself or the Operator's own Employees, vehicles, equipment, and resources are utilized.

**Cooperative shall mean performed in collaboration with others.*

***Share shall mean to participate in, use, enjoy or experience jointly or in turns.*

b) PREMISES

Bldg/Hanger	6,000	sf
Vehicle Parking	5 spaces	

c) OWNERSHIP STRUCTURE

The hangar/building shall be owned by a single entity. All Aircraft, vehicles, and/or equipment stored in (or operating out of) the hangar must be owned and/or leased and under the full and exclusive control of the same entity that entered into a lease with the Authority or those Operators who are an authorized subtenant at the Premises after Authority's prior written consent to such sublease. By prior written Board approval, a major shareholder, partner, member or Owner of the same entity may utilize the hangar for storage of Aircraft owned by the individual, subject to the same conditions stipulated in this section.

3. SELF-SERVICE FUELING OPERATOR

a) INTRODUCTION

This section sets forth the standards prerequisite to an entity desirous of engaging in Non-Commercial Self-Service Fueling at the Airport. Any entity engaging in such activities shall also be required to comply with all applicable Regulatory Measures pertaining to such activities including requirements within these Minimum Standards, the Airport Rules and Regulations Ordinance and any other pertinent rules and regulations. All parties who dispense Non-Commercial Aircraft fuel at the Airport must hold a Non-Commercial Self-Service Fueling Permit (the "Permit") issued by the Airport. A sample is attached hereto below.

Operator may fuel and otherwise service its own Aircraft provided the Operator does so itself (or its Employees do so) using its vehicles, equipment, and resources (fuel) and that the fueling is performed in accordance with all applicable Regulatory Measures.

Permittees holding a Permit shall be restricted from selling and dispensing Aircraft fuel to other Airport users, including locally-based and transient Aircraft. Fueling of any Aircraft not owned or leased by Permittee shall constitute a violation of the Permit and consequently call for immediate revocation of said Permit. Prior to Permit issuance and also upon request at any time by the Airport, Permittee shall provide evidence of ownership or lease of any Aircraft being fueled.

Permits shall have a term of one (1) year unless terminated in writing as outlined below by either Permittee or Airport.

b) PERMIT APPLICATION

Individuals and corporations requesting the privilege to conduct Non-Commercial Self-Service Fueling Operations shall provide the following in writing to the Airport. The request shall contain the following information:

- 1) Aircraft type, model, passenger size, fuel type and tank size and the engine consumption rate in hours;

- 2) Evidence of ownership or lease of the Aircraft;
- 3) The amount of hours flown, total fuel consumption and the amount of fuel pumped for the aircraft for each of the previous three (3) years;
- 4) Detailed description of the methods of fuel storage, dispensing and handling;
- 5) Description of the type of operations; and
- 6) Any other information pertinent to the operations or specifically requested by Airport.

c) AGREEMENT/APPROVAL

No entity shall engage in Self-Service fueling activities unless a valid Non-Commercial Self-Service Fueling Permit (the "Permit") authorizing such activity has been obtained from the Director.

The Permit shall not reduce or limit Permittee's obligations with respect to these Self-Service fueling standards, which shall be included in the Permit by reference.

d) REPORTING

Permittee shall report to the Authority all fuel delivered to the approved Permittee's fuel storage facility during each calendar month, providing the Authority a copy of the fuel delivery report; and submit a summary report along with appropriate fees and charges due, on or before the tenth (10th) day of the subsequent month.

Permittee shall, during the term of the Permit and for three (3) years thereafter, maintain records identifying the total number of aviation fuel gallons purchased and delivered. Records (and meters) shall be made available to the Authority for review/audit. In the case of a discrepancy, Permittee shall promptly pay, in cash, all additional rates, fees, and charges due, plus annual interest on the unpaid balance at the lesser of eighteen percent (18%) or the maximum rate allowable by law from the date originally due.

e) FUEL STORAGE

Self-Service Fueling Operator shall arrange and demonstrate that satisfactory arrangements have been made with a recognized aviation petroleum distributor for delivery of fuel in such quantities as are reasonably necessary to meet the requirements set forth herein.

A Self-Service Fueling Operator shall have a fixed fuel storage tank system (in the location designated by the Board), containing safety fixtures, and filtration systems to ensure quality in accordance with applicable standards. Storage tanks shall be built, installed, operated and maintained in accordance with all Federal, State and Local regulations. All storage tanks shall be above ground.

The system shall have at least 10,000 gallons of storage for each type of fuel dispensed. The storage system must include adequate fuel spill prevention features and containment capabilities, together with an approved fuel Spill Prevention Countermeasures and Control Plan, as applicable.

Self-Service Fueling Operator shall provide for the lawful and sanitary handling and timely disposal, away from the Airport, of all solid waste, regulated waste, and other materials

including, but not limited to, used oil, solvents, and other regulated waste.

In the interest of safety, security, and environmental protection, the Board has the right to designate the location of Self-Service Fueling Operator fuel storage facilities.

f) FUELING EQUIPMENT

A Self-Service Fueling Operator shall be required to comply with and/or provide the following:

- 1) Fuel dispensing equipment, meeting all applicable Federal, State, and Local requirements for each type of fuel dispensed;
- 2) Adequate bonding wires on all fueling equipment;
- 3) Spill kits for both fixed and mobile fuel storage tanks;
- 4) An adequate supply of properly located fire extinguishers and/or equipment as required by applicable fire codes;
- 5) A mobile refueling vehicle (Refueler), designed and built for the purpose of fueling Aircraft, self-propelled, properly marked/labeled with type of fuel being carried, equipped with a metering device, and having a separate dispensing pump for each grade of fuel;
- 6) Proper storage and staging of Refuelers in accordance with Airport Rules and Regulations, Federal, State and Local regulations/requirements; and
- 7) All fueling equipment shall be inspected in accordance with Federal, State, and Local requirements, as well as any best management practices determined by the fuel provider.

g) LIMITATIONS

Operators shall not sell and/or dispense (barter, trade, or exchange) fuels to Based Aircraft or Transient Aircraft that are not owned, leased, and/or operated by (and under the full and exclusive control of) Operator. Any such selling or dispensing (bartering, trading, or exchanging) shall be grounds for immediate revocation of the Permit by the Director.

At least one properly trained person shall be on duty at all times when fueling operations are being conducted. Each refueling attendant shall receive training regarding refueling operation, Aircraft to be refueled, proper procedures to be followed prior to and during refueling operations.

h) CO-OP FUELING

Joint or co-operative fueling (co-op fueling) is prohibited.

i) SELF-SERVE FUELING FACILITIES

The use of commercially available common use Self-Serve fueling facilities is not considered to be Self-Service Fueling as defined in this section.

j) CANCELLATION OF PERMIT

- 1) Cancellation by Permittee: the Permit may be canceled by Permittee upon written notice to the Airport.
- 2) Cancellation by Airport: the Permit shall be subject to cancellation in the event Permittee:
 - i. Is in arrears for a period of ten (10) days after the time such payments become due regarding all or any part thereof the amounts agreed upon;
 - ii. Discontinues fueling operations;
 - iii. Fails to comply with any Airport, Local, State or Federal requirements or rules regarding fueling operations;
 - iv. Violates any safety procedure of the Airport, or any local, state or federal safety guidelines;
 - v. Fails to retain any form of required insurance; or
 - vi. Fails to report or submits inaccurate fuel flowage and any other information requested by Airport.

Failure to comply with the applicable standards set forth herein shall result in the suspension of the applicable activity permit issued to Operator for the first violation. Any subsequent violation shall result in permanent revocation of the associated permit thereby removing any right of the Operator to conduct the activities granted under the Permit. Operator may also be subject to further penalty and/or enforcement in accordance with the Airport Rules and Regulations.

Furthermore, failure to comply may also result in the termination of other Agreements between the Operator and the Board.

NON-COMMERCIAL SELF-SERVICE FUELING PERMIT

Date of Issuance: _____

Issuer: **Fort Wayne-Allen County Airport Authority**

By: _____

Its: _____

ACCEPTANCE

The undersigned as Permittee hereby agrees, in consideration of the revocable permit granted by the Fort Wayne-Allen County Airport Authority to perform and abide by the terms, conditions, restrictions and obligations as specified in the Fort Wayne-Allen County Airport Authority Commercial Minimum Standards, the Airport Rules and Regulations Ordinance and all other applicable Airport, Local, State and Federal requirements that apply to Non-Commercial Self-Service Fueling operations.

Termination: This Permit shall terminate on or before _____

Date of Acceptance: _____

Permittee: _____

Company: _____

Signature: _____

Name: _____

Title: _____

Address: _____

Phone: _____

E-mail: _____

APPENDIX ONE

APPLICATION/PROPOSAL GUIDELINES

A business proposal application submitted to the Director shall include descriptions of or information required by the following (as applicable):

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

incentives).

21. Plans for physical expansion, if business should warrant such expansion.
22. A listing of assets owned, being purchased or leased which will be used in the business on the Airport.
23. A written authorization for use by the Director to the FAA or other applicable entity for any aviation or aeronautics commissions, administrators, 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 will execute all such forms, releases, or discharges as may be required by those agencies.
24. Such other information as the Director may require.

APPENDIX TWO

COMMERCIAL AERONAUTICAL ACTIVITY PERMIT

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

COMMERCIAL AERONAUTICAL ACTIVITY PERMIT

The Fort Wayne-Allen County Airport Authority Board ("Board"), the "Grantor" grants to:

(COMPANY NAME)

(ADDRESS)

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

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

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

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

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

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

The term of this permit shall commence as of the ____ day of _____ and continue until _____.

Issued: _____

FORT WAYNE – ALLEN COUNTY AIRPORT AUTHORITY

By _____

"GRANTOR"

Its _____

"GRANTEE"

RECEIVED AND ACKNOWLEDGED:

By

(NAME PRINTED)

(SIGNATURE)

Its _____

C. FWA Rules and Regulations



Ordinance No.23-04: Airport Rules and Regulations Ordinance for Fort Wayne International Airport.

The text of the Airport Rules and Regulations for Fort Wayne International Airport is attached hereto and incorporated herewith.

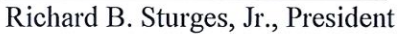
Ordinance No. 23-04 supersedes Ordinance No. 23-02 Airport Rules and Regulations Ordinance.

Ordinance No. 23-04 is effective upon passage.

INTRODUCED this 16th day of October, 2023 by:


Gregg C. Sengstack, Vice-President

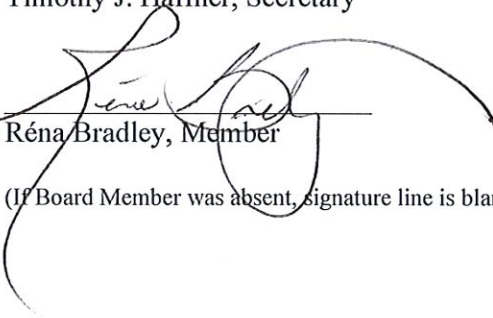
APPROVED: 13th Day of November, 2023

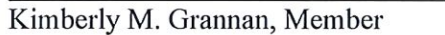

Richard B. Sturges, Jr., President


Gregg C. Sengstack, Vice-President


Timothy J. Haffner, Secretary

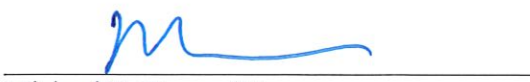

Jerome F. Henry, Jr., Member


Rena Bradley, Member


Kimberly M. Grannan, Member

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

APPROVED AS TO FORM AND LEGALITY:


Michael T. Deam, Attorney
Fort Wayne-AlLEN County Airport Authority

FORT WAYNE-ALLEN COUNTY AIRPORT AUTHORITY

FORT WAYNE INTERNATIONAL AIRPORT

2024 AIRPORT RULES AND REGULATIONS ORDINANCE

No. 23-04

1.01 Title

This Ordinance may be cited as the Airport Rules and Regulations Ordinance or as Chapter One (1) of the Fort Wayne-Allen County Airport Authority Code of Ordinances, and it supersedes all prior versions of the Airport Regulations Ordinance as they relate to Fort Wayne International Airport.

1.02 Authority

This Ordinance is created pursuant to authority granted by Indiana Code § 8-22-3-11.

1.03 Purpose

The provisions of this Chapter are intended to provide for the safe, orderly, and efficient operation of the Airports under Authority control, including Air Operations Areas and public areas.

1.04 Definitions

The following words and phrases, as used in this Ordinance, shall have the meanings indicated herein:

(1) "Aeronautical Activity" means any activity conducted at the Airport that involves, makes possible or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations. Note: Aeronautical Activities are further defined in the Commercial Minimum Standards.

(2) "Affiliate" shall mean any Airline, ground handling company or other entity designated in writing by an Airline as an Affiliate that is operating under the same flight code designator and is: (1) a parent or subsidiary of an Airline or is under common ownership and control with Airline; (2) operates under essentially the same trade name as an Airline at the Airport and uses essentially the same livery as the Airline; or (3) is a contracting ground handling company on behalf of the Airline at Airport.

(3) "Aircraft" means any contrivance invented, used, or designed for navigation of, or flight in, the air.

(4) "Airline" shall mean each airline providing commercial passenger service to and from the Airport and using the Airport Terminal Building to enplane and deplane passengers or cargo service to and from the Airport.

(5) "Air Operations Area" (AOA) means an area where security measures are enforced as specified in the Airport security program. This area includes Movement Areas, aircraft parking areas, loading ramps and safety areas, and any adjacent areas not separated by adequate security systems, measures or procedures.

(6) "Airport" means Fort Wayne International Airport, together with all improvements and facilities of whatever nature located thereon.

(7) "Authority" means the Fort Wayne-Allen County Airport Authority or its Board.

(8) "Bag Jam" is a stoppage of the baggage handling system (BHS) that is caused by a bag that was placed on the belt system to travel through the security devices with the intent of ultimately being put on a commercial aircraft.

(9) "Board" means the Fort Wayne-Allen County Airport Authority Board, owner and operator of the Fort Wayne International Airport and Smith Field Airport.

(10) "Common Fuel Farm" is a fuel storage area constructed by the Authority for use by all tenants and other users of the Airport that desire to utilize a fuel tank at the Airport.

(11) "Co-op Fueling" is a fueling operation conducted jointly or cooperatively by members of an organization formed by several aircraft owners, air carriers or flight departments or by two or more entities pursuant to contract or other arrangement between the parties.

(12) "Commercial Activity" is that relating to an operation conducted for the purpose of securing earnings, income, compensation, reimbursement (including exchange of service), and/or profit, whether or not such objectives are accomplished. Such Commercial Activities shall include but not be limited to commercial hangar operations, fueling, aircraft maintenance, Part 135 Operations, etc.

(13) "Commercial Air Carrier" means any Person who or which undertakes directly by hire, lease or other arrangement to engage in the carriage by Aircraft of Persons or property for compensation. This definition includes but is not limited to the following: all classes of air carriers as defined by the FAA, commuter and air taxi operators, and Operators of large and small Aircraft for Commercial Activities.

(14) "Commercial Hangar Operator" is an entity engaged in the lease of conventional hangars and/or T-hangars for the storage of Aircraft owned or leased by others; and as further outlined in the current Commercial Minimum Standards Ordinance.

(15) "Control Tower" means the Air Traffic Control Tower located at Fort Wayne International Airport and operated by the Federal Aviation Administration.

(16) "Director" means the Authority's Executive Director of Airports or his or her designee.

(17) "FAA" means the Federal Aviation Administration.

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

(19) "Flying Club" is a non-profit organization established to promote flying, develop skills in aeronautics, including pilotage, navigation; and awareness and appreciation of aviation requirements and techniques.

(20) "Fueling Agent" means any entity, including its employees and agents, authorized by the Director to dispense aviation or Motor Vehicle fuels at the Airport.

(21) "GSE" stands for Ground Support Equipment. Ground support equipment means service and maintenance equipment used at an airport to support aeronautical operations and related activities. Baggage tugs, belt loaders, cargo loaders, forklifts, fuel trucks, lavatory trucks, and pushback tractors are among the types of vehicles that fit this definition.

(22) "Hazardous Substance" shall mean Hazardous Substance as defined in 42 USCA Sec. 9601 (14) or in Indiana Code IC 13-11-2-98 as the same are from time to time amended.

(23) "Maintenance" the process of keeping or maintaining something in good condition.

(24) "Motor Vehicle" means a Vehicle that is self-propelled. This definition includes, but is not limited to, the following: automobiles, trucks, semi-tractors, motorized bicycles, snowmobiles, motorcycles, and mopeds.

(25) "Movement Area" means the runways, taxiways, and other areas of the Airport that are used for taxiing, takeoff, and landing of aircraft, exclusive of loading ramps and aircraft parking areas.

(26) "Non-Movement Area" means taxiways, aprons, and other areas not under the control of air traffic or at Airports without an operating airport traffic control tower.

(27) "NFPA" means the National Fire Protection Association.

(28) "NTSB" means National Transportation Safety Board.

(29) "Non-Commercial Hangar Operator" is an entity engaged in the development of a hangar or hangars for use by that particular entity and not for the purpose of securing earnings, income, compensation, reimbursement (including exchange of service) and/or profit from the storage of Aircraft leased or owned by others.

(30) "Operate" means to physically manipulate the controls of an Aircraft or Motor Vehicle necessary to put it in motion.

(31) "Operator" means any Person exercising control of an Aircraft or Motor Vehicle.

(32) "Person" means an individual, firm, partnership, corporation, company, association, entity, and any trustee, receiver, assignee or similar representative thereof.

(33) "Self-Fueling" means Aircraft refueling, performed by an Owner or his/her employees on his/her Aircraft with fuel and equipment supplied by the Owner. Joint or cooperative efforts (Co-op Fueling) are not considered self-fueling.

(34) "Tenant" means a Person who or which occupies or rents property on the Airport, or who conducts business operations of any kind upon the Airport premises, regardless of whether there exists a written agreement with the Authority.

(35) "Vehicle" means every device on, in, or by which any person or property is or may be transported or drawn upon any roadway, paved or unpaved.

1.05 Administration and Policy Oversight

(1) Administration of the terms of this Ordinance shall be by the Director and staff of the Airport.

(2) Policy making aspects of this Ordinance shall be performed by the Director with ultimate authority residing in the Board.

1.06 Enforcement

The Director or his or her designee(s) will enforce the provisions of this Ordinance and may call upon Authority Public Safety Department law enforcement for such assistance as the Director may from time to time require. Such enforcement may originate from random video reviews as well as complaints and direct observation by the Director or his or her designee(s).

(Sections 1.26 through 1.30, inclusive, are reserved for future use.)

1.31 Prohibited Activities; Commercial Activities

It shall be unlawful and a violation of this Ordinance for any Person:

(1) To engage in any Commercial Activity, provide service or conduct any activities on the premises of the Airport, or off the premises of the Airport, which derives revenue from operations of the Airport, without first entering into a written lease or other written agreement with the Board in accordance with specifications established by the Authority;

(2) To solicit in any manner (verbally or by posting, distributing, or displaying signs, advertisements or distributing circulars) for any purpose at the Airport unless such solicitation is approved pursuant to a written lease or other written agreement with the Authority;

(3) To use any Authority land or engage in any Commercial Activity unless such activity is conducted in accord with the Commercial Minimum Standards Ordinance and all applicable Ordinances; and

(4) To conduct activities without a proper operating agreement, permit or a valid property lease agreement that specifically authorizes such activities and has been executed by all parties and approved by the Board.

1.32 Prohibited Activities; Tenants

In addition to the above Section 1.21 Prohibited Activities; Commercial Activities, it shall be unlawful and a violation of this Ordinance for any Tenant its subtenants, employees, invitees, contractors, etc. to do or permit or cause to be done, any of the following:

(1) Fail to maintain and keep readily accessible fire extinguishers or other fire equipment meeting Federal, State, and Local fire codes;

(2) Stack or store material or equipment in such a manner as to constitute a hazard to persons or property as determined by the Director;

(3) Fail to obtain an Authority building permit prior to any construction or remodeling on the Airport premises; and

(4) Sell, barter, trade, share, sublease or in any other manner provide hangar space to any other Airport tenant or user or to provide hangar space to any other aircraft except that aircraft leased or owned by the non-commercial hangar operator unless such use by another aircraft has been authorized by the Board through a written agreement.

(Section 1.33 through 1.40, inclusive, are reserved for future use.)

1.41 Air Operations Area; Aeronautical Activities Regulated

(1) Aeronautical Activities at the Airport shall be conducted in conformance with all applicable regulations of the FAA, State of Indiana, and the Airport.

(2) Whenever the Director believes the condition of the Airport or any part of the Airport to be unsafe for Aeronautical Activity, the Director is authorized to close the Airport or any part thereof.

(3) No air meets, air shows, aerial demonstrations, or other special activities shall be held at the Airport unless prior written permission is obtained from the Director.

(4) Smoking is prohibited within the Air Operations Area.

1.42 Air Operations Area; Towing and Removal of Aircraft; Accidents

(1) The Director is authorized to tow or otherwise move Aircraft that is parked in violation of Airport regulations, at the Owner or Operator's expenses, and without liability on the part of the Authority, its Board, directors, officers, employees, or agents for damage which may result in the course of or by reason of such moving.

(2) It shall be the responsibility of the Aircraft Owner or Operator to promptly remove disabled Aircraft and parts thereof upon approval of the Airport Public Safety Department, FAA and/or NTSB. If any Person refuses to move a disabled Aircraft or part(s) thereof as directed by the Director, the disabled Aircraft or part(s) may be moved by the Director at the Owner or Operator's expense and without liability on the part of the Authority for damage which may result in the course of or by reason of such moving.

(3) Persons involved in Aircraft accidents which occur on the Airport and which involves Aircraft substantial damage shall make a full report thereof to the Director and/or Airport Public Safety Department as soon after an accident as possible but no more than twenty-four (24) hours after the accident. Said report shall include names and addresses of all people involved in the accident. "Substantial damage" is as defined by the NTSB.

(4) Any Person damaging an airfield light fixture, signage components or other Airport facility shall report such damage to the Director's office and/or Airport Public Safety Department immediately and shall be responsible for any costs incurred by the Authority to repair or replace the damaged fixture or facility.

1.43 Air Operations Area; Prohibited Activities; Aircraft Operations

It shall be unlawful and a violation of this Ordinance for any Person to do or cause to be done any of the following:

- (1) Operate any Aircraft weighing more than the designated load-bearing capacity of that part of the Airport on which the Aircraft is operated;
- (2) Operate any Aircraft contrary to Airport issued Notice to Airmen (NOTAM) published by the FAA;
- (3) Park, or cause to be parked, an Aircraft in any area on the Airport other than parking areas designated by the Director;
- (4) Fail to secure an unattended Aircraft;
- (5) Be present on any portion of the Air Operations Area, unless specifically authorized by the Director;
- (6) Fail to display or have in ones' possession a valid identification media as required by the Airport while present on any portion of the Air Operations Area;
- (7) Endanger the safety of his or her own person or property or the safety of another's person or property by the negligent Operation of an Aircraft;
- (8) Operate any Aircraft on the Airport while under the influence of an intoxicant or a controlled substance or a combination of an intoxicant and a controlled substance, under the influence of any other drug to a degree that renders such Person incapable of safely Operating the Aircraft, or under the combined influence of an intoxicant and any other drug to a degree which renders him or her incapable of safely Operating the Aircraft;
- (9) Interfere or tamper with an Aircraft without permission of the Owner thereof;
- (10) Put in motion an Aircraft without permission of the Owner thereof;
- (11) Use or remove an Aircraft, Aircraft parts, instruments, or tools without permission of the Owner thereof;

(12) Taxi an Aircraft into or out of a hangar;

(13) Operate an Aircraft engine in any hangar or building on the Airport, except in approved test facilities;

(14) Perform Aircraft engine run ups for maintenance purposes except in areas designated by the Director; and

(15) Repair or clean an Aircraft, Aircraft engine, propeller, or apparatus in any area other than that designated for such purpose by the Director and that meets Federal, State and Local laws and regulations.

(16) Except for immediate minimum repairs required to remove an aircraft from passenger boarding gate (Gate) in the event of breakdown, the servicing, cleaning, repairing, maintaining, or overhauling of any aircraft at a Gate is prohibited, unless otherwise authorized by a lease, license, permit, or operational directive of the Director. All work needing to be done to the aircraft at a Gate must not take more than 1 hour or they need to be relocated to the approved area for maintenance.

(17) Disabled aircraft may not be left at a jetbridge after passengers have deplaned. Disabled aircraft should be immediately reported to Airport Operations and moved to remote parking locations.

(18) Adequate Personnel - Passengers shall not be permitted to enplane or deplane Aircraft outside of the presence of authorized Airline personnel. Airlines and Affiliates shall not enplane an Aircraft until there is sufficient personnel (including, but not limited to, ground support personnel, and other personnel necessary to meet FAA, TSA and Airport security program requirements) is available to operate the Aircraft without delay. Likewise, Airlines and Affiliates shall ensure that sufficient personnel (including, but not limited to, ground support personnel, and other personnel necessary to meet FAA, TSA, and Airport security program requirements) is available to deplane an Aircraft without delay. An Airline or an Affiliate that, solely due to a lack of available personnel, leaves passengers on an Aircraft for more than 30 minutes after enplaning, but before departing (either at the gate or ramp), or after arriving, but before deplaning (either on the ramp or the gate).

1.44 Air Operations Area; Prohibited Activities; Motor Vehicle Operations

It shall be unlawful and a violation of this Ordinance for any Person to do or cause to be done any of the following in the Air Operations Area and other areas of the Airport as specified herein:

(1) Operate a Motor Vehicle on the terminal apron at a speed in excess of ten (10) mph;

(2) Operate a Motor Vehicle if it is constructed, equipped, or loaded as to endanger Persons or property;

(3) Operate any Motor Vehicle unless equipped with two (2) headlights and factory installed red taillights. The headlights shall be of sufficient brilliance to ensure safety in driving at night, and all lights shall be kept lighted at all times unless the Vehicle is in a designated parking area or during fueling operations;

(4) Operate a Motor Vehicle of any type across any passenger loading areas during any loading or unloading Operations;

(5) Operate a Motor Vehicle in a reckless manner;

(6) Operate a Motor Vehicle at a speed that endangers property or Persons in the area;

(7) As the Operator of a Motor Vehicle, fail to yield the right of way in the Air Operations Area to all Aircraft under all conditions;

(8) Park a Motor Vehicle, for loading, unloading, or any other purpose, on the Airport other than in the areas specifically established for parking and in the manner prescribed by signs, lines, or other means. This subsection shall not apply to those Vehicles authorized by the Director to be parked contrary to posted signs or other regulations while the driver thereof is actually engaged in an Authority authorized activity;

(9) Leave an unattended Motor Vehicle on any active part of the Air Operations Area except in approved designated areas;

(10) Operate a Motor Vehicle (other than an Aircraft) within the Air Operations Area (AOA) unless the Vehicle and driver are registered with the Director to do so or unless there exists an agreement with the Airport for such Operation, and the driver is in possession of a valid Motor Vehicle Operator's license issued by this or another state;

(11) Walk or Operate a Motor Vehicle on the movement areas of the Airport without proper authorization of Airport personnel;

(12) Operate a Motor Vehicle (other than an Aircraft) on controlled Movement Areas and Non-Movement Areas unless equipped with a functioning and in use amber 360 degree viewable light beacon. Motor Vehicles accompanied by an approved escort Vehicle with the approved amber beacon in use shall be exempt from application of this subsection; and

(13) Clean or make repairs to Motor Vehicles or GSE in the Air Operations Area. All approved cleaning and repair of Motor Vehicles or GSE shall be performed in areas designated by the Director. Such areas will meet Federal, State, and Local laws and regulations covering Motor Vehicle or GSE cleaning and repair activities.

(14) The parking or storing of any motor vehicle or any ground support equipment on the AOA is prohibited other than in areas designated or authorized by the Director. Such parking or storing contrary to any posted regulatory signs, traffic control devices, pavement markings, or in any manner that creates an unsafe condition or unsightly appearance is prohibited.

(15) Ground support equipment shall not be parked near any aircraft or other ground support equipment in a manner that prevents such equipment from being readily driven or towed away from the aircraft in case of an emergency.

(16) Vehicles and GSE's shall not be parked within fifteen (15) feet of, or in any manner that blocks or interferes with access to, a fire hydrant, fire department connection, fire lane, or any other fire protection device or equipment.

(17) Vehicles and GSE's shall not be parked within ten (10) feet of, or in any manner that blocks or interferes with access to a perimeter fence.

(18) Except for immediate minimum repairs required to remove a vehicle or any GSE from the AOA in the event of breakdown, the servicing, cleaning, repairing, maintaining, or overhauling of any vehicle or other GSE on the AOA is prohibited, unless otherwise authorized by a lease, license, permit, or operational directive of the Director.

i. All work needing to be done to the GSE's and vehicles must not take more than 4 hours or they need to be relocated to the approved areas of maintenance.

ii. All disabled vehicles and/or GSE's must be moved to a proper parking location, or removed from the airfield as soon as possible. The Authority reserves the right to relocate a disabled vehicle at the expense of the owner if the owner is provided 72 hour notice and arrangements to have the vehicle removed have not been made, or immediately if the vehicle presents an unsafe condition or undue hardship for other Airfield operators.

(19) The fueling of motor vehicles or other motorized GSE's on the AOA shall be conducted only in those areas established for such purpose by the Director.

i. Only those Persons who have then been authorized by the Director or those Persons, tenants or companies who have authority through the issuance of a permit or lease by the Authority, may dispense fuel into any vehicle or motorized ground support equipment on the Airport.

(20) The regeneration of vehicles due to diesel particulate filter in locations other than posted areas in the AOA is prohibited.

(Sections 1.45 through 1.60, inclusive, are reserved for future use.)

1.61 Prohibited Activities; Safety Related; General

It shall be unlawful and a violation of this Ordinance for any Person to do or cause to be done any of the following:

(1) Dispose of garbage, trash, scrap, or other materials on the Airport except in approved locations. Areas to be used for trash, garbage, or scrap collection shall be designated by the Director, and no other areas shall be used. Such areas shall be kept clean and sanitary at all times;

(2) Use of any lit smoking materials in any area unless the same is clearly marked, "Smoking Permitted.";

(3) Unlock or leave unlocked any controlled security gate or door at the Airport except when the gate or door is actively in use and attended by an authorized person;

(4) Enter secured doors, gates, or other secured entrances without utilizing proper media or access codes assigned to that person. Tailgating (following another person through a secured door, gate, etc.) and using another's access media is prohibited;

(5) Tamper with, disable or cause to be disabled any controlled security gate or door at the Airport except when authorized to do so by the Director;

(6) Falsify information contained or included on any Airport Authority application form for use in issuing A.O.A. access identification media or for the issuance of a required Operator's permit for use on the Air Operations Areas of the Airport;

(7) Possess, alter or use in any way a falsified Airport Authority access or identification media which permits access onto any area of A.O.A. of the Airport;

(8) Possess, alter or use in any way a falsified Airport Authority driver's permit which permits access onto any area of A.O.A. of the Airport;

(9) Bring into the Airport terminal building any animal that is not caged, with the exception of service animals;

(10) Hunt, trap, or discharge firearms on Airport property without the approval of the Director;

(11) When escorting individuals that do not have airport issued identification media that permits access to secured area, fail to keep such individuals within speaking distance of the assigned escort or fail to have direct control over such escorted individuals; and

(12) Escort in secured areas at any given time, more than six (6) individuals that do not have airport issued identification media in the SIDA and Sterile areas or, Escort on the AOA more than 10 individuals, unless a variance to this ratio has been approved by Airport Security Coordinator.

- (13) Place baggage on the BHS belt system in such a manner that:
- i. It causes a bag jam and
 - ii. Violates training procedures and/or
 - iii. Violates posted bag hygiene procedures

(14) Refusal to aviation worker screening in the secured areas. This screening includes and possessions as well as the person.

(15) Possess an explosive, incendiary device, or firearm in the secured areas.

(16) Possess any other prohibited item not addressed in 1.61.15 to include but not limited to knives, box cutters, or any other type of weapon that isn't a tool of the trade.

1.62 Safety Regulations; Fueling Procedures

The following rules shall govern and control the fueling and defueling of Aircraft and Motor Vehicles at the Airport:

(1) All aviation fuels dispensed into Aircraft at the Airport shall be done in accordance with NFPA and ATA standards and all applicable Federal, State and Local codes;

(2) All fueling equipment Operating at the Airport shall meet the standards for dispensing equipment, safety equipment, and markings in accordance with NFPA and ATA standards, and all applicable Federal, State and Local codes. No new fuel tanks, either above or below ground, shall be installed at the Airport nor shall any existing tanks be replaced without the expressed written consent of the Director;

(3) All fueling and defueling will be in areas approved by the Director;

(4) Staging or parking of fueling Vehicles at the Airport must be in areas approved by the Director and at least fifty (50) feet from any building. Fueling Vehicles must be parked at least ten (10) feet away from another fueling Vehicle;

(5) Fueling Vehicle drivers will remain with their Vehicles at all times on the Air Operations Area unless the Vehicle is in an authorized parking area;

(6) No Aircraft shall be fueled or defueled while the engine is running or being warmed by application of exterior heat or while such Aircraft is in a hangar or enclosed space;

(7) During fueling or defueling, Aircraft and fuel dispensing equipment shall both be electrically bonded to a point or points of zero electrical potentials except as specifically provided by NFPA Standard 407;

(8) Persons engaged in fueling and defueling of Aircraft shall exercise the greatest degree of care to prevent overflow or spillage of fuel. Any Person causing any overflow or spill of fuel on the Airport shall notify the Airport Public Safety Department or Director immediately;

(9) When fuel sumps are discharged during pre-flight inspections, the discharge shall be deposited in designated containers. The discharge shall not be spilled onto the pavement or ground;

(10) No Person shall fuel or defuel an Aircraft with fueling hoses and other equipment or apparatus that are not in a safe, sound, and non-leaking condition in accordance with NFPA standards;

(11) Fueling and defueling of Aircraft shall be conducted at a distance of at least fifty feet (50') from any building;

(12) No person shall light or permit any open flames within one hundred (100) feet of an Aircraft being fueled or drained nor within one hundred (100) feet of a fuel storage area;

(13) No person shall fuel a Motor Vehicle on the Airport except from locations and equipment approved by the Director;

(14) A Fueling Agent shall not permit any employee or agent to dispense fuel unsupervised unless he or she has first completed an industry-endorsed training program in applicable fueling procedures, fire extinguishing procedures, and procedures to summon the Airport Public Safety Department or municipal fire departments. Certification that each fueler has received this training shall be submitted to the Director prior to any such dispensing;

(15) No Person shall store or dispense fuel except in accordance with the Standards and Recommendations of the NFPA applicable to fuel loading areas (NFPA Standard 407);

(16) An Operator that is a Self-Fueler may hangar, tie-down, adjust, repair, refuel, clean and otherwise service its own Aircraft, provided it does so with its own employees in accordance with the established policies and standards of the FAA. In the

interest of safety and environmental protection, Board has the right to designate the locations of Self-Fueler storage facilities; and

(17) An Operator that is a Self-Fueler shall have a fixed fuel storage system, containing safety fixtures, and filtration systems to ensure quality in accordance with applicable Federal, State and Local standards and ordinances. Above ground storage tanks shall be built, installed, operated and maintained in accordance with all Federal, State and Local regulations after receiving prior written consent from the Board.

1.63 Prohibited Activities; Co-op Fueling

It shall be unlawful and a violation of this Ordinance for any Person to do or cause to be done any of the following at a Hangar at the Airport:

- (1) Owner, tenant, or user of a fuel farm to participate in Co-operative Fueling arrangements of any kind on the Airport;
- (2) Form an organization with multiple Aircraft Owners for the purposes of being considered a single Aircraft owner for Self-Fueling purposes; and
- (3) Joint venture arrangements where title to Aircraft and/or Aircraft lease are in the name of the joint venture are not considered Co-op Fueling under this section.

(Section 1.64 Is reserved for future use.)

1.65 Restricted Activities; Self-fueling

The following rules shall govern and control the Aircraft Self-Fueling activities at the Airport:

- (1) Self-Fueling is only permitted if the Aircraft Owner has a valid lease with the Authority;
- (2) Self-Fueling is only permitted if Tenant leases building space equal to or in excess of the square footage as specified in the Minimum Standards;
- (3) Self-Fueling is only permitted if Tenant has a specific provision in the lease permitting this activity and outlining responsibilities regarding this activity;
- (4) Self-Fueling is only permitted if Tenant is the Aircraft Owner or has a current lease documenting exclusive use and control of the Aircraft;
- (5) Self-Fueling is only permitted for Aircraft owned and/or controlled by Operator;

- (6) Self-Fueling will only be allowed in areas designated by the Authority; and
- (7) No retailing or wholesaling of fuel of any kind is permitted.

1.66 Prohibited Activities; Safety Regulations; Hazardous Materials

It shall be unlawful and a violation of this Ordinance for any Person to do or cause to be done any of the following:

- (1) Use flammable liquids in the cleaning of Aircraft or Aircraft engines, propellers, or other appliances, equipment, or parts of Aircraft unless such cleaning operations are conducted in accordance with NFPA standards and all applicable Federal, State and Local codes;
- (2) Dump or otherwise introduce any petroleum products, agricultural chemicals, or other industrial waste matter into drains, or any other area or receptacle other than a receptacle approved for such use in accordance with NFPA standards and all applicable Federal, State and Local codes;
- (3) Perform doping processes, spray painting, or paint stripping, except in areas or facilities approved for such purposes, in accordance with NFPA standards and all applicable Federal, State and Local codes;
- (4) Keep or store any flammable and/or volatile liquids, gases, or other similar material in hangars, shops, or any building on the Airport, except that such materials may be kept in receptacles and in rooms or areas specifically approved for such storage, in compliance with NFPA standards and all applicable Federal, State and Local codes;
- (5) Keep or store lubricating oils on the Airport, except in containers and receptacles designed for such purpose and in structures or areas specifically approved for such storage, in compliance with NFPA standards and all applicable Federal, State and Local codes;
- (6) Fail to comply with all applicable Federal, State and Local statutes and regulations relating to the protection of the environment including, without limitation, 42 USCA Sec. 6991-6991k and those contained in Title 13 of the Indiana Code; and
- (7) Fail to comply with all requirements and provisions contained in the Fort Wayne-Allen County Airport Authority's Spill Prevention and Countermeasure Plan, as amended from time to time.

(Section 1.67 through 1.90, inclusive, are reserved for future use.)

1.91 Penalties

Persons violating this ordinance shall pay fines according to the following schedule:

Exceptions:

1.43 (16) and 1.43 (17) will be a per hour offenses

1.43 (18) will be a progressive penalty. The Authority shall impose a second violation charge when a second violation of the same rule occurs within a twelve month period from the date of the first violation. The Authority shall impose a third violation charge when a third violation of the same rule occurs within a twelve month period from the date of the first violation.

1.61 (13) will be issued to the ground handler per offense.

<u>VIOLATION OF SECTION</u>	<u>FINE/PENALTY</u>
1.31 (1) Unauthorized Commercial Activity (non-aviation)	\$ 350.00
1.31 (2) Unauthorized solicitation/distribution or advertising	\$ 50.00
1.31 (3) Unauthorized Commercial Activity (aviation)	\$ 350.00
1.31 (4) Activity without a valid Airport agreement	\$ 350.00
1.32 (1) Failure to meet fire regulations	\$ 50.00
1.32 (2) Storing material in hazardous manner	\$ 50.00
1.32 (3) Failure to obtain building permit	\$ 100.00
1.32 (4) Unauthorized use of hangar space by others	\$ 100.00
1.41 (3) Failure to obtain written permission for special events	\$ 100.00
1.41 (4) Unauthorized smoking	\$ 10.00
1.42 (3) Failure to report accident	\$ 250.00
1.42 (4) Failure to report damage	\$ 250.00
1.43 (1) Operation of Aircraft exceeding pavement weight capacity	\$ 150.00
1.43 (2) Operation of Aircraft contrary to NOTAM	\$ 150.00
1.43 (3) Unlawful parking of Aircraft	\$ 25.00
1.43 (4) Failure to secure unattended Aircraft	\$ 100.00
1.43 (5) Unauthorized presence in Air Operations Area	\$ 250.00
1.43 (6) Failure to properly display or have in ones possession required Air Operations Area I.D. media	\$ 100.00
1.43 (7) Negligence in Operation of Aircraft	\$ 100.00
1.43 (8) Operating Aircraft under influence of alcohol/drugs	\$ 150.00
1.43 (9) Unauthorized tampering with Aircraft	\$ 100.00
1.43 (10) Unauthorized Operation of Aircraft	\$ 100.00
1.43 (11) Unauthorized removal of Aircraft and/or components	\$ 100.00
1.43 (12) Unauthorized Aircraft Taxi in/out hangar	\$ 25.00
1.43 (13) Unauthorized Aircraft engine operation	\$ 100.00
1.43 (14) Unauthorized Aircraft engine run-up	\$ 100.00

1.43 (15) Clean or Repair of Aircraft in unauthorized area	\$ 100.00
1.43 (16) Unauthorized repair at Passenger Boarding Gate	\$ 100.00
1.43 (17) Unauthorized Parking at Passenger Boarding Gate	\$ 100.00
1.43 (18) Inadequate Personnel	\$1,000.00
2 nd violation	\$3,000.00
3 rd violation	\$5,000.00
1.44 (1) Operate Motor Vehicle on Apron over 10 mph	\$ 50.00
1.44 (2) Operation of unsafe Motor Vehicle	\$ 50.00
1.44 (3) Operation of improperly equipped Motor Vehicle	\$ 50.00
1.44 (4) Operation of Motor Vehicle in passenger loading areas	\$ 100.00
1.44 (5) Reckless Operation of Motor Vehicle	\$ 100.00
1.44 (6) Operation of Motor Vehicle that endangers property/people	\$ 100.00
1.44 (7) Failure to yield right of way to Aircraft	\$ 50.00
1.44 (8) Unlawful vehicle parking	\$ 20.00
1.44 (9) Unattended Motor Vehicle in AOA	\$ 75.00
1.44 (10) Unauthorized operation of Motor Vehicle on Movement Area	\$ 100.00
1.44 (11) Unauthorized personnel or Motor Vehicle in Movement Area	\$ 250.00
1.44 (12) Operation of Motor Vehicle without amber light	\$ 25.00
1.44 (13) Clean or Repair of Motor Vehicle in prohibited area	\$ 100.00
1.44 (14) Unauthorized Parking of Motor Vehicles or GSE	\$ 30.00
1.44 (15) Unauthorized Parking of Motor Vehicles or GSE near Aircraft	\$ 100.00
1.44 (16) Unauthorized Parking in Fire Lane	\$ 100.00
1.44 (17) Unauthorized Cleaning, Maintenance, or Repairing of Motor Vehicles or GSE in an Unapproved Area	\$ 100.00
1.44 (18) Unauthorized Fueling of Motor Vehicle or GSE	\$ 50.00
1.44 (20) Regeneration of diesel vehicles in non-posted areas	\$ 50.00
1.61 (1) Improper disposal of refuse	\$ 50.00
1.61 (2) Smoking in unauthorized areas	\$ 50.00
1.61 (3) Failure to lock secure area	\$ 100.00
1.61 (4) Accessing controlled areas without using access code or badge, or tailgating using another's access medium	\$ 100.00
1.61 (5) Tampering or disabling a security gate or door	\$ 250.00
1.61 (6) Falsification of information on applications to obtain A.O.A. access media or driving permit	\$ 250.00
1.61 (7) Possess, alter or use falsified I.D. media for A.O.A. access	\$ 250.00
1.61 (8) Possess, alter or use falsified driving permit for A.O.A. access	\$ 250.00
1.61 (9) Uncaged animal in terminal building	\$ 25.00
1.61 (10) Unauthorized hunting, trapping or firearms	\$ 100.00
1.61 (11) Failure to control escorted personnel	\$ 100.00
1.61 (12) Escorting more individuals than authorized	\$ 100.00
1.61 (13) Baggage jam	\$ 25.00
1.61 (14) Refusal aviation worker screening	\$ 50.00
1.61 (15) Explosive, incendiary device, or firearm in secured area	\$ 250.00
1.61 (16) Weapon or other prohibited item in secured area	\$ 100.00
1.62 (1) Failure to dispense fuels in accordance with standards	\$ 300.00

1.62 (2) Use of substandard or unauthorized fueling equipment	\$ 300.00
1.62 (3) Fueling/defueling in restricted areas	\$ 300.00
1.62 (4) Parking fueling Vehicles too close to buildings or other fueling Vehicles	\$ 50.00
1.62 (5) Leaving fueling Vehicle unattended	\$ 30.00
1.62 (6) Fueling/defueling while engine is running	\$ 50.00
1.62 (7) Failure to ground Aircraft and fueling equipment	\$ 50.00
1.62 (8) Failure to exercise care in fueling operations	\$ 50.00
1.62 (9) Failure to properly dispose fuel sump discharge	\$ 250.00
1.62 (10) Use of substandard fueling devices	\$ 50.00
1.62 (11) Fuel/defueling Aircraft in unauthorized location	\$ 50.00
1.62 (12) Open flame while fuel/defuel Aircraft	\$ 300.00
1.62 (13) Fuel Motor Vehicle in unauthorized location	\$ 30.00
1.62 (14) Allowing unauthorized Person to dispense fuel	\$ 50.00
1.62 (15) Improper storage or dispensing of fuels	\$ 50.00
1.62 (14) Fueling too close to buildings	\$ 50.00
1.62 (16) Self-fueling in a non-designated area	\$ 50.00
1.62 (17) Self-fueler not having the required equipment	\$ 300.00
1.63 (1) Having or participating in any type of co-op fueling arrangement	\$ 750.00
1.65 (1) Self-fueling aircraft without appropriate lease with Authority	\$ 750.00
1.65 (2) Self-fueling without sufficient building space leased	\$ 750.00
1.65 (3) Self-fueling aircraft without lease with appropriate lease provisions	\$ 750.00
1.65 (4) Self-fueling without being aircraft owner or having a valid aircraft lease	\$ 750.00
1.65 (5) Self-fueling an aircraft not self-owned and/or controlled	\$ 750.00
1.65 (6) Self-fueling in non-designated areas	\$ 750.00
1.65 (7) Illegal wholesaling or retailing of aviation fuels	\$ 750.00
1.66 (1) Unlawful use of flammables in cleaning Aircraft and parts	\$ 150.00
1.66 (2) Dumping of controlled or regulated waste	\$ 250.00
1.66 (3) Performing doping and painting operation in restricted area	\$ 50.00
1.66 (4) Improper storage of flammables	\$ 50.00
1.66 (5) Improper storage of oils	\$ 50.00
1.66 (6) Failure to comply with environmental regulations	\$250.00
1.66 (7) Failure to comply with Spill Prevention and Countermeasure Plan	\$250.00

NOTE: Each day that an offense occurs or continues shall be considered a separate offense.

1.92 Indemnity

In addition to the penalties provided in the foregoing Section 1.91, any Person violating this Ordinance shall indemnify and save harmless the Authority, its Board, Officers, Directors and employees of, from and against any and all liabilities, damages, suits, penalties, judgments, and environmental clean-up, removal, response, assessment, or remediation cost arising from contamination of the premises or the release of any Hazardous Substance, pollutant, contaminant or petroleum in, on, about or under the Airport, and shall indemnify and save the Authority, its Board, Officers, Directors, and employees harmless from and against any and all loss of rentals or decrease in property values arising out of such violation.

1.99 Civil Responsibility

The imposition or payment of any forfeiture imposed by this Ordinance shall not relieve any Person from the civil consequences of his or her acts in any manner or form whatsoever.

Any and all violations requiring fines and/or civil penalties to be issued under this Ordinance and requiring legal action to be taken by the Authority to collect on said fines and/or civil penalties shall include the payment by the violator of any and all legal costs incurred by the Authority, including attorney fees, court costs and any other such costs which may be assessed by a court of competent jurisdiction against the violator in addition to the fines or penalty.