

Airport Regulations and Minimum Standards

Renton Airport / Clayton Scott Field

This version of the *Airport Regulations and Minimum Standards* supersedes the previous *Airport Rules and Regulations* document dated January 1990 and the *Minimum Standards for Commercial Aeronautical Activities* dated December 12, 1989.

The Airport Manager, in coordination with commercial aeronautical activity providers, will review the *Minimum Standards* at least every five (5) years.

Document Update – Action Taken

Date of Action

Document Update – Action Taken	Date of Action

Welcome to the Renton Airport!

The Renton Municipal Airport is a well-established airport that offers a wide range of flight related services. The Airport is owned and operated by the City of Renton. Originally known as Bryn Mawr Airfield, it began in 1922 as a 1,500-foot, soft-surface runway and seaplane base. In 1947, after World War II, the federal government declared it surplus land and signed it over to the City of Renton for \$1 with the understanding that the City would continue to operate it as an airport.

Today, the Renton Airport is a general aviation airport that serves Renton among many other nearby communities. The Airport provides regional aviation services for air charter, air taxi, corporate, business, and recreational flyers. It is also an FAA-designated "Reliever" Airport, diverting general aviation aircraft traffic from the Seattle-Tacoma International Airport.

Renton Airport is used predominately by single-engine piston aircraft, and ranks among the top six airports in the State of Washington in terms of aircraft landings and takeoffs. The Boeing Commercial Airplane Company, located adjacent to the airport, manufactures Boeing 737 aircraft and uses the airport for their maiden flights.

Seaplane (or floatplane) operations from the Will Rogers-Wiley Post Memorial Seaplane Base, located at the north end of the airport along the shore of Lake Washington, also comprise a significant level of activity at the Airport. The seaplane facilities include a floating dock and launching ramp, which make the Renton Municipal Airport one of the few airports in the Pacific Northwest where aircraft can land on wheels and depart from the water, or vice versa, if they have the correct equipment.

The Renton Airport is a Landing Rights Airport, with US Customs services available for both floatplane and wheeled aircraft arriving by water or by land.

In 2005, Renton bestowed the name "Clayton Scott Field" to the Airfield in honor of Clayton Scott, an aviation pioneer based out of Renton Airport.

Please contact the Airport Office with questions. We look forward to having you as part of our flying community!

Table of Contents

Welcome to the Renton Airport!	3
Section 1: Definitions	7
Section 2: Standards	11
2.1 In General	11
2.1.1 Purpose	11
2.1.2 Scope.....	11
2.1.3 Description of Property and Facilities.....	11
2.1.4 Authority of the City.....	12
2.1.5 Acceptance of Standards by Use.....	12
2.1.6 Availability of Standards	12
2.1.7 Violations of Standards.....	12
2.1.8 Agreements Required for Special Uses	13
2.1.9 Liability of City for Injury.....	13
2.2 Commercial Activities	13
2.3 Aircraft Operations	14
2.3.1 Compliance with Rules and Regulations	14
2.3.2 Special Aircraft	14
2.3.3 Two-Way Radio Required	14
2.3.4 Aircraft on the Ground	15
2.3.5 Aircraft Parking.....	15
2.3.6 Disabled Aircraft	16
2.3.7 Minimizing Airport Noise Pollution	16
2.4 Airport Safety	16
2.4.1 Emergency Response Not Limited.....	16
2.4.2 Restricted Areas	16
2.4.3 Public Responsibility for Security and Safety	17

2.4.4	Accidents and Incidents on the Airport.....	17
2.4.5	Public Use of Facilities within the AOA	18
2.4.6	Public Use of Roads, Walks and Facilities Outside the AOA.....	18
2.4.7	Orderliness, Waste Storage and Disposal.....	19
2.4.8	Fuel Storage and Fueling.....	19
2.4.9	Fire Regulations	20
2.4.10	Explosives and Flammable Materials.....	21
2.4.11	Removal of Abandoned Property or Property Posing a Potential Hazard.....	21
2.5	Airport Charges	21
2.5.1	Ground Lease	21
2.5.2	Hangar, Building, Office and Tie-down Leases — City-owned	22
2.6	Miscellaneous	22
2.6.1	Certificates of Insurance	22
2.6.2	Flying Clubs	22
2.6.3	Specialty Non-Commercial Aeronautical Activities.....	24
Section 3: Minimum Standards for Commercial Aeronautical Service Providers		25
3.1	Purpose	25
3.2	<i>Application of Minimum Standards and Relationship to the Airport Leasing Policies</i>.....	26
3.3	Authorization for Commercial Activity	26
3.4	Enforcement.....	28
3.5	Application Requirements	28
3.6	Requirements Applicable to all Operators	28
3.6.1	Requirements of a Written Lease or Operating Permit and Agreement	28
3.6.2	Annual Reporting Requirements and Notification of Changes.....	28
3.6.3	Site Development and Maintenance Standards for FBOs and SFBOs	28
3.6.4	Personnel.....	31
3.6.5	Security.....	31

3.6.6	Indemnification	31
3.6.7	Insurance and Bonding	31
3.6.8	Environmental Compliance	32
3.6.9	Certifications	33
3.6.10	Motor Vehicles on the Airport Operations Area (AOA).....	33
3.6.11	Waiver	34
3.7	General Minimum Standards for Fixed Base Operators (FBOs) at the Airport	34
3.8	Requirements Related to Primary FBO Services	36
3.9	Requirements for Specialized FBO Services at the Airport.....	38
3.9.1	General.....	38
3.9.2	Flight Training Services	38
3.9.3	Airframe or Power Plant Maintenance Services.....	39
3.9.4	On-Demand Air Transportation Services.....	39
3.9.5	Aircraft Rental Services.....	40
3.9.6	Avionics Maintenance and Sales Services	40
3.9.7	Aircraft Storage and Hangar Services	41
3.9.8	Aircraft Sales and Brokerage Services.....	41
3.9.9	Restoration, Painting, or Refurbishing Services	42
3.9.10	Specialized Commercial Flying Services	42
3.9.11	Specialty Commercial Aeronautical Services	43
	Section 4: Severability.....	45
	Section 5: References	46
	Appendix A – Minimum Standards for Commercial Aeronautical Service Providers.....	A1
	Appendix B – Insurance Coverage Requirements for Commercial Aeronautical Service Providers	A4

These *Airport Regulations and Minimum Standards*, from time to time referred to herein as *Minimum Standards*, shall be deemed a regulatory measure; and the provisions provided herein shall be for the purpose of operation, regulation, and control of Renton Airport – Clayton Scott Field, known as “Renton Airport,” and referred to in this document as the “Airport.”

Section 1: Definitions

For the purpose of these *Minimum Standards*, the following words, terms, and phrases, when used in this document, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Together with the *Airport Leasing Policies* they provide the City’s regulatory framework for private and commercial use of the Airport.

Aeronautics The science of making and flying aircraft.

Aeronautical Activity Any activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations and shall include, but is not limited to, all activities commonly conducted on airports, such as charter operations, pilot training, aircraft rental, sightseeing, aerial photography, crop dusting, aerial advertising, surveying, air carrier operations, aircraft sales and service, sale of aviation petroleum products whether or not conducted in conjunction with other included activities, repair and maintenance of aircraft, sale of aircraft parts, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as an "Aeronautical Activity."

Aircraft A device used or intended for flight and subject to regulation by the Federal Aviation Administration.

Aircraft Operations Area or AOA Those areas that encompass the runways, taxiways, aprons, ramps, and other areas of the Airport intended for use by aircraft for taxiing, takeoff, landing, maneuvering, parking and storage, and the necessary safety areas and clear zones. For the purposes of this document it shall include such areas under lease to a tenant or lessee on the Renton Airport that are located within the perimeter fence line of the Airport.

Airport When capitalized, means Renton Municipal Airport (Renton Airport), and all of the property, buildings, facilities and improvements within the exterior boundaries of the Airport as depicted by the Airport Layout Plan.

Airport Manager The city employee who has direct supervisory and functional responsibility for the operation and maintenance of the Airport.

City Council The City Council of the City of Renton.

Code of Federal Regulations (CFRs) Is the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government.

Commercial Aeronautical Activities The conduct of any aspect of a business, concession, operation or agency in order to provide goods or services to any person for compensation or hire, including exchange of services, whether or not such objectives are accomplished.

Control Zone That airspace of defined geographical dimensions designated by the Federal Aviation Administration, above and surrounding Renton Airport, within which the Airport Control Tower exercises authority.

Environmental Claims Without limitation, all claims, demands, suits, actions, judgments, and liability for any conduct regulated by local, state, or federal environmental laws for any of the following: 1) removal, remediation, assessment, transportation, testing and disposal of hazardous materials as directed by any governmental agency, court order or environmental law; 2) bodily injury, or death; 3) damage to or loss of property; 4) injury to natural resources; 5) fines, costs, fees, assessments, taxes, demand orders, directives or any other requirements imposed in any manner by any governmental agency under environmental laws; or 6) costs and expenses of cleanup, remediation, assessment testing, investigation, transportation and disposal of a hazardous materials release, spill, or discharge:

Environmental Laws Without limitation, all federal, state, City and local statutes, laws, ordinances, rules and regulations, now or hereafter in effect, and as amended from time to time, that are intended for the protection of the environment, or that govern, control, restrict, or regulate the use, handling, treatment, storage, discharge, disposal or transportation of hazardous materials.

FAA The Federal Aviation Administration of the United States Department of Transportation (USDOT).

Federal Grant Assurances A set of contractual obligations between an airport sponsor (City of Renton) and the federal government designed to ensure that the airport sponsor operates and maintains the airport for aeronautical purposes.

Fixed Base Operator or FBO A person maintaining facilities at the Airport for the purpose(s) of: 1) engaging in the retail sale of aviation fuels; 2) performing other aircraft line services and minor repairs; and 3) providing two specialized services as specified in Section 3.7 of these Minimum Standards. In addition to those required services, the FBO may provide any of the services of a Specialized Fixed Base Operator.

Flying Clubs Those non-profit entities (corporations, associations or partnerships) organized for the express purpose of providing its members with an aircraft for their personal use and enjoyment. (See FAA AC No 150/5190-5/1.)

Ground Vehicle Operating Rules and Training Handbook The document drafted by Airport staff, approved by the Airport Manager, and administered by Airport staff to all persons seeking to drive personal or company vehicles on the AOA.

Hazardous Substances Any and all material, waste, chemical, compound, substance, mixture or byproduct that is identified, defined, designated, listed, restricted or otherwise regulated under any Environmental Laws and Requirements as a “hazardous constituent,” “hazardous substance,” “hazardous material,” “extremely hazardous material,” “hazardous waste,” “acutely hazardous waste,” “hazardous waste constituent,” “infectious waste,” “medical waste,” “biohazardous waste,” “extremely hazardous waste,” “pollutant,” “toxic pollutant” or “contaminant.” The term “Hazardous Substances” includes, without limitation, any material or substance which is (i) hexavalent chromium; (ii) pentachlorophenol; (iii) volatile organic compounds; (iv) petroleum; (v) asbestos; (vi) designated as a “hazardous substance” pursuant to Section 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq. (33 U.S.C. § 1321); (vii) defined as a “hazardous waste” pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903); (viii) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601); or (ix) designated as a “hazardous substance” pursuant to the Washington Model Toxics Control Act, RCW 70.105D.010 et seq.

Improvements Includes, without limitation, any buildings, hangars, paved areas such as parking lots, ramps, or aprons, or other alterations constructed or installed by an Operator or the City on City-owned premises.

Lease A City Council approved agreement regarding acquisition of the right to use and occupy ground or building space at the Airport.

Lessee Means any person with a lease to occupy space at the Airport.

Main Runway Runway 16/34 at Renton Airport – Clayton Scott Field.

Manufacturing Making or processing a product.

Operating Permit and Agreement A permit issued by the City to a sublessee desiring to conduct a commercial aeronautical business, or otherwise construct a building on the Airport for the purposes of aircraft storage.

Operator Either an FBO, or SFBO, that possesses either a lease or Operating Permit.

Owner The registered and/or legal owner of an aircraft according to the files and records of the FAA.

Permit Administrative approval by the City of Renton to a person or company to conduct a commercial aeronautical activity, and provide such services, to based and transient aircraft, only from facilities and locations where such services are authorized.

Person Any individual, firm, partnership, corporation (including non-profit corporations), company, association, joint-stock association, or governmental entity. (Includes a trustee, receiver, assignee, employee, or similar representative of any of them).

Premises A defined area on the Airport that the City has either leased to an Operator, or has granted the Operator the preferential right to use, by lease or other written agreement to provide its Commercial Aeronautical Services.

Privately-owned Aircraft Aircraft owned individually, by a partnership, or by a non-profit club or corporation in which each member must be a bona fide owner of a part of the aircraft or of a share in the corporation. The aircraft shall be owned and operated for personal, non-revenue transportation.

Ramp An area so designated and used for the parking, maneuvering, loading, unloading, or servicing of aircraft while they are on the ground.

Road All areas designated as public use roads or streets for the exclusive use of ground vehicles, including ways open to the public, but shall not include any such areas under lease to a tenant or lessee on the Airport.

Specialized Fixed Base Operator (SFBO) A person maintaining facilities at the Airport for the purpose of providing at least one of the following services: 1) flight instruction; 2) airframe and power-plant maintenance and repair; 3) aircraft charter and taxi service; 4) aircraft rental; 5) avionics maintenance and sales; 6) aircraft storage and hangar services; 7) aircraft sales; 8) specialized aircraft repair services (radios, upholstery, propellers, instruments, accessories, etc.); 9) specialized commercial flying services; or, 10) manufacturing activities. Aircraft fueling may not be performed as a specialized aviation service; only those operators that provide the minimum services required for an FBO will be authorized to perform aircraft fueling.

Sublessee A person with a City Council approved Operating Permit and agreement for land and/or building space leased from another person or entity on the Airport. All sublessees must possess an approved City of Renton Operating Permit before using the leased land or building space unless otherwise approved by Airport Management.

Taxiways All areas designated as public use taxiways and for the exclusive use of aircraft movement while on the ground, but shall not include any such areas under lease to a tenant or Lessee on the Airport.

Tenant A person with an approved lease or a sublessee with an Operating Permit with the City of Renton.

Tenant Site Plan A scaled, dimensional layout indicating current and proposed usage of the site. At a minimum, this plan shall show and identify the following: 1) existing or proposed leased premises; 2) space required to comply with the requirements of these Standards for the type of activity to be conducted; 3) aircraft and motor vehicle parking areas adequate for the type of activity to be conducted; 4) area landscaping and beautification; and 5) security fencing separating the aviation area from the public access area (airside/landside) and an adequately detailed building plan showing the location and manner in which the structure is situated so as to comply with and promote safety, security, and operational requirements.

Tower The control and authority established by the FAA for the control of aircraft and motor vehicle traffic on the Airport Operations Area (AOA) and the control of aircraft in the airspace above and within the Renton Airport (Class D) Control Zone.

Undeveloped Areas All the land on the Airport except that defined as AOA and roads, and excepting that land legally used by or under lease or tie-down agreements.

Section 2: Standards

2.1 In General

2.1.1 Purpose

These *Minimum Standards* are intended to provide for the development and control of aeronautical activities at Renton Airport, as may be necessary for promoting the public safety, the preservation of facilities, compliance with federal regulations, and the protection of the public's interest.

2.1.2 Scope

The Airport is owned and operated by the City of Renton. All users, customers, and visitors of the Airport shall be governed by these *Minimum Standards* and the Regulations of the Federal Aviation Administration. Should any part of these *Minimum Standards* conflict with federal, state, or local government law or ordinance, then such federal, state, or local authority shall take precedence.

2.1.3 Description of Property and Facilities

Renton Airport is located in the northwest corner of the City of Renton, Washington and is bounded by Rainier Avenue North to the west, Airport Way to the south, the Cedar River to the east, and Lake Washington to the north. The Airport elevation at its center is 32 feet. The Airport consists of approximately 170 acres, is oblong in shape, and has concrete, grass, and asphalt surfaces with artificial drainage.

There is one runway, described as follows:

Runway 16/34 is 5,379 feet long by 200 feet wide, with displaced thresholds at both the north and south ends, and is constructed of concrete and asphalt materials.

The Airport is classified as a Basic Transport/Reliever Airport. The control tower is operated by a federal contractor under an agreement with the Federal Aviation Administration (FAA). It is operated daily between 0700 and 2100 hours (local time) during summer months and 0700 and 2000 during the winter months. Tower hours are subject to change.

Airport lighting consists of a rotating beacon, medium intensity runway lighting, runway end identifier lights, and precision approach path indicators. A non-directional radio beacon (NDB) is available for navigational purposes.

2.1.4 Authority of the City

- a. The City Council has the authority to:
 1. Enter into Leases, Licenses, Operating Permits, and other written agreements between the City and persons at the Airport and enforce the same.
 2. Modify this document, and such other policies, rules, and regulations established by the authority of the City Council, which apply to the Airport.
 3. Enforce those temporary restrictions established in accordance with a federal, state, or City mandated activity or plan, or as may be required to safeguard people, aircraft, equipment, or property at the Airport.
 4. Comply with those responsibilities levied on the City by the federal or state governments that apply to Airport management.
 5. Delegate to the Airport Manager the authority deemed necessary for effective and efficient management of the Airport.
- b. The Airport Manager, with City Council approval, reserves the right to revise, delete, amend, or add to any of these *Minimum Standards* at any time.
- c. The Airport Manager, with City Council approval, may establish all necessary fees and charges, and those terms and conditions it deems appropriate and applicable to Airport use.

2.1.5 Acceptance of Standards by Use

The use of the Airport or any of its facilities shall constitute acceptance of these *Minimum Standards* and creates an obligation on the part of the user to abide by and obey these *Minimum Standards*. Exceptions to these *Minimum Standards* may be negotiated between the City and any existing or prospective tenant.

2.1.6 Availability of Standards

The Airport shall keep a current copy of these *Minimum Standards* and shall publish the most recent version on the City of Renton's website.

2.1.7 Violations of Standards

- a. Persons violating these Standards may be deprived of use of the Airport, and may be promptly expelled from the Airport by or under the authority of the Airport Manager.
- b. Any person expelled from the Airport shall be given notice of such expulsion and a right to appeal. Any appeal from the expulsion shall be directed to the Public Works Administrator of the City of Renton in writing. Such written appeal shall state the reasons why the expulsion should be removed, modified, or set aside. The Public Works Administrator shall rule upon the appeal within ten days of receipt of the appeal, but may establish an appeal

hearing within ten days, and in that event shall have ten days after the hearing to render a decision. Any party aggrieved by the Public Works Administrator's decision may appeal the decision to the City Council within twenty days of the Public Works Administrator's decision.

2.1.8 Agreements Required for Special Uses

The Airport Manager may authorize an interim or emergency agreement to occupy or use City-owned improvements and infrastructure by appropriate public agencies. Examples of situations that may be suitable for such authorizations are military or law enforcement activities. Other examples may include the temporary occupation of Airport areas by government agencies during natural disasters, or for aircraft accident investigations.

2.1.9 Liability of City for Injury

The City of Renton as sponsor of the Renton Airport assumes no responsibility for any injury to persons or damage to persons' property by reason of fire, theft, vandalism, storm, flood, earthquake or other natural or human-made disasters.

2.2 Commercial Activities

- a. All legal commercial aeronautical activities which can be accommodated at the Airport shall be authorized in accordance with the federal grant assurances signed by the City.
- b. Any person engaged in furnishing services to the public shall furnish those services on a fair, equal, and not unlawful discriminatory basis to all users, and shall charge fair, reasonable, and not unlawful discriminatory prices for each unit of service, but may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. All commercial aeronautical activity at the Airport shall be conducted under one of the following conditions:
 1. Persons shall enter into a lease or obtain an Operating Permit, at those terms and conditions established by the City Council, before beginning the conduct of any commercial aeronautical activity, unless otherwise approved by the Airport Manager.
 2. FAA Certified Flight Instructors based at Renton Airport may provide flight instruction for hire provided that:
 - i. They register with the City's Airport Office and provide appropriate FAA certificates, possess current Washington State and City of Renton Business Licenses (unless employed by operators at the Airport), and obtain the appropriate level of insurance listing The City of Renton as an "Additional Insured" on the insurance certificate; and

- ii. They conduct such examinations or flight training at public-use areas or areas under control of Tenants.

2.3 Aircraft Operations

2.3.1 Compliance with Rules and Regulations

- a. No person shall navigate, land, fly, service, move, maintain, manufacture, or repair any aircraft, or conduct any aeronautical activities, upon, on, or from the Airport other than in compliance with current FAA rules and regulations established under federal authority, including all current air traffic rules as established by the Airport and FAA and controlled by the Renton Airport Air Traffic Control Tower and all other current federal, state, county and City rules and regulations, including those *Minimum Standards* established from time to time by the City Council.
- b. The *Air Traffic Rules* as established by the FAA and currently in effect are hereby adopted and made a part of these *Minimum Standards* as if the same and each were set forth herein.
- c. Aircraft based at the Renton Airport must register annually with the Washington State Aviation Division in compliance with state law.

2.3.2 Special Aircraft

- a. A person or entity looking to operate any lighter than air device, glider, airship, or home-built experimental aircraft must comply with the following conditions to operate from the Renton Airport:
 - 1. Hot Air balloons, lighter than air devices, gliders, and other airships must have prior written permission from the Airport Manager or his/her designee before commencing operation.
 - 2. An Operator who wants to bring in an aircraft via a truck or trailer to operate from the Airport must rent or purchase a tie-down spot or hangar from the City of Renton or any other business on the field before commencing operation. That Operator must use only the purchased or rented tie-down or hangar space for the loading and unloading of their aircraft.

2.3.3 Two-Way Radio Required

Unless otherwise approved by the Renton Air Traffic Control Tower, two-way radio communication with the Renton Airport Air Traffic Control Tower (when in operation) is required for all aircraft movements on the Airport Operations Area including, but not limited to, aircraft in tow.

2.3.4 Aircraft on the Ground

- a. Navigation lights shall be lighted on all aircraft moving on the taxiways and ramps of the Airport from dusk to daylight.
- b. No aircraft may be operated at the Airport unless it is equipped with satisfactory and operable brakes (except non-amphibious floatplanes and helicopters).
- c. Aircraft shall be stored and repairs made only on the leased sites where permitted.
- d. All aircraft shall be properly secured. The securing of aircraft shall be the sole responsibility of the owner or operator of the aircraft, and the Airport and its officers, employees and agents shall not be held responsible for damage caused by aircraft.
- e. The Airport Manager may delay or restrict any flight or other operations at the Airport for any emergency or other cause, the ramifications of which indicate danger to the public or impending violation of *Minimum Standards* applicable to such flight or other operations.
- f. No aircraft shall be operated in such a manner or in such places, in front of or near hangars, shops, buildings, personal property, or persons, that they are affected by the propeller slipstream or jet blast and that the operation creates a hazard or a nuisance.
- g. Except for aircraft in the control of authorized maintenance shops, no aircraft engine shall be started or run unless a licensed pilot or mechanic is attending the controls and paying full attention to the activity.

2.3.5 Aircraft Parking

- a. Except for parking and servicing of aircraft where permitted on public use ramps, parking for all aircraft of any Operator, user, tenant or its patrons, invitees, employees and others shall be on and within leased premises.
- b. Transient aircraft shall only park in designated transient parking areas. Transient tie-down parking is on a first come, first served basis. Transient parking in other than designated transient parking areas on public use ramps or other areas may be approved by the Airport Manager or his/her designated representative, and aircraft shall park in accordance with the assignment. Transient parking shall be free for the first 72 hours, unless signage at the site indicates otherwise. Fees will be assessed to transient aircraft if they are continuously located on the Airport longer than 72 hours.
- c. Non-airworthy aircraft, or parts thereof, shall not be parked or stored anywhere on the Airport, including leased sites, unless awaiting bona fide scheduled repairs by a bona fide commercial aeronautical activity on the Airport, unless express written authority is granted by the Airport Manager.

2.3.6 Disabled Aircraft

- a. Each aircraft owner, or his pilot or agent, shall be responsible for the prompt removal of disabled aircraft and parts thereof unless required or directed to delay such action pending an investigation of an accident.
- b. Should pilots, owners, or agents authorize Airport employees to remove disabled aircraft from runways, ramps, taxiways, or other operational or undeveloped areas on the Airport, charges will be made for equipment and labor at currently established prices and rates. Neither the Airport nor the City of Renton will accept liability for removal of such aircraft.

2.3.7 Minimizing Airport Noise Pollution

- a. Pilots are encouraged to follow the *Voluntary Noise Abatement Procedures* when it is practical and when they are able. Noise abatement procedures are available at the Renton Airport office, in many Airport businesses, and on the Airport page of the City of Renton's website.
- b. Pilots are encouraged to voluntarily refrain from performing "stop and go" and/or "touch and go landings," (i.e., an operation by an aircraft that lands and departs on a runway without exiting the runway), from 10:00 p.m. to 7:00 a.m.

2.4 Airport Safety

2.4.1 Emergency Response Not Limited

No restriction in this chapter shall be construed by any person as direction to prevent assistance by any person to any other person in the event of an emergency.

2.4.2 Restricted Areas

The Airport perimeter fence separates the AOA from those areas open to the general public and considered public areas. The perimeter fence around the AOA is posted "No Trespassing." No person shall enter the area bounded by the perimeter fence, or the enclosure of any petroleum, oil or lubricant area, or into any utility or service room, or any other area designated by the Airport Manager as "Restricted Access," except:

- a. Persons authorized by the Airport Manager, i.e. transient pilots, tenants or their patrons, invitees, employees, or contractors.
- b. Persons normally employed within the AOA or assigned duty therein.
- c. Persons authorized entry to those areas by the terms of a written lease or Operating Permit with the City, or their bona fide guests and invitees when accompanied by the Airport tenant.
- d. Air taxi and air ambulance passengers under the supervision of the appropriate air taxi or ambulance Operator.

2.4.3 Public Responsibility for Security and Safety

- a. No person other than those in aircraft operating on the Airport or in vehicles authorized to service or support such aircraft, i.e. transient pilots, tenants, or their patrons, invitees, employees, or contractors, shall enter the AOA. All persons accessing the AOA shall carry suitable photo identification.
- b. Each person passing through a gate to enter the AOA shall close and secure the gate immediately after passing through, and immediately report any inoperable gate or damaged fencing to the Airport Manager.
- c. Unless otherwise approved in writing by the Airport Manager, persons who have been provided with either a code or access device for the purpose of obtaining access to the Airport shall be the sole user of said Airport-issued access code/device and shall not duplicate, divulge, or otherwise distribute same to any other person.
- d. No person shall trespass upon the Airport within the runway or taxiway safety areas.
- e. No person shall tamper with, intentionally damage, or remove any sign, windsock, light, or marker on the airside of the Airport; unlawfully move or remove any junction box, valve or manhole cover from its normal position; or interfere with the performance of duties by air traffic control personnel or City employees on the Airport.
- f. No person shall place or abandon any object or living thing, other than an aircraft operated in accordance with Federal Aviation Regulations, upon any taxiway, runway, public apron, or safety area, without the written permission of the Airport Manager.
- g. No person shall place or paint any mark upon any pavement on the Airport without the written permission of the Airport Manager.
- h. Any person observing a condition or hazard that would jeopardize life, health, public safety, or damage to property or the environment, should report it to the Airport Manager's Office.

2.4.4 Accidents and Incidents on the Airport

- a. Any person who learns of or responds to an aircraft accident or incident occurring on the Airport that has the potential to impact the safety of Airport users shall immediately report the event to the Air Traffic Control Tower, the Renton Fire Department, and the Airport Manager during business hours. After hours, accidents or incidents requiring an emergency response shall be reported to the Renton Fire Department via 911. **If calling from a cell phone, caller should ask to be connected directly to ValleyCom Dispatch for a Renton emergency/incident.** (Failure to do so will result in the call being reported through the Bellevue dispatch center, resulting in a slower response time by the proper authorities.)
- b. Any person involved in or witnessing any accident on the Airport, shall report said accident immediately via 911 (see above) and the Airport Manager's Office.

- c. In case of an aircraft accident or incident on the Airport, the Airport may be closed to the general public during rescue operations or accident investigations.

2.4.5 Public Use of Facilities within the AOA

- a. The driver of any motor vehicle operating within the AOA shall be subject to the provisions of the *Ground Vehicle Operating Rules* (GVOR) handbook. The GVOR is available at the Renton Airport Office. All drivers of motor vehicles within the AOA must have read the GVOR handbook and have been issued an access card. Drivers not meeting these requirements must be accompanied by a person meeting these requirements.
- b. Use of taxiways, runways, and safety areas by pedestrians, or persons operating bicycles or other non-motorized vehicles, is prohibited.
- c. No person shall obstruct the normal operations of any aircraft in such a way as to make the pilot of that aircraft take evasive action to prevent an accident, or in such a way as to cause an accident.
- d. No person under the influence of alcohol or narcotic drugs shall be allowed within the AOA. Liquor shall not be consumed in any public area on the Airport except in those places of business in possession of a valid Washington State Liquor Control Board Permit.

2.4.6 Public Use of Roads, Walks and Facilities Outside the AOA

- a. Vehicles shall not be parked on the Airport other than in the manner and at parking areas indicated by posted traffic signs and curb markings.
- b. Personnel employed on the Airport, including employees of tenants, lessees, and sublessees, shall park only in designated employee parking areas.
- c. All pets on the AOA shall be on a leash or under other secure restraint. Any unrestrained pet or domestic animal found will be immediately removed and will be subject to impoundment by the appropriate animal control authority.
- d. The driver of any motor vehicle on the Airport outside the AOA shall comply with all rules regulating the use of such vehicles on the Airport as directed by the City traffic code and the following:
 - 1. No vehicles or motorized equipment shall be operated on areas not designated for vehicular traffic, except those authorized by the Airport Manager.
 - 2. All motorized and non-motorized vehicle operators and pedestrians shall conduct themselves in accordance with all posted signs, pavement markings, and rules of the road.
 - 3. No motor vehicle, motorized equipment, trailer, or other equipment or vehicles designed for operation upon the public roadways, except approved construction

equipment, shall be parked or stored longer than 24-hours on any area of the Airport except as approved by the Airport Manager.

2.4.7 Orderliness, Waste Storage and Disposal

- a. All storage of toxic and hazardous materials and waste identified as such by the City's Fire Code, or state or federal environmental statutes or regulations, shall be protected from inadvertent public access. All such storage shall be in accordance with the City's Fire Code and all applicable state and federal statutes and regulations.
- b. Airport tenants shall keep and maintain the buildings, structures, parking areas, landscaping, signs, and other improvements to the Airport under their care or control in an orderly and well-maintained condition.
- c. All rubbish, trash, garbage, debris, or other waste shall be placed in covered receptacles ordinarily used for such purposes. Outside storage of trash shall be screened from public view or the view from adjacent buildings.
- d. Airport users shall not dispose of any waste, nor leave any waste unattended on the Airport, unless the waste is properly stored while awaiting pick-up from the City's Solid Waste contractor. Temporary exceptions to this requirement may be approved in writing by the Airport Manager.

2.4.8 Fuel Storage and Fueling

The following sets forth the Airport's fuel storage and fueling requirements per the National Fire Code and as adhered to by the City of Renton.

- a. Storage:
 1. The location of fixed fuel storage tanks shall be established by a written agreement between the tank owner, the Renton Fire Department, and the Renton City Council.
 2. The use of mobile or portable tanks for the storage of aircraft fuel or other flammable or combustible liquids shall be in accordance with applicable fire codes and under permit from the Fire Department. Storage of fuel in mobile tanks, trailers, or trucks is prohibited, unless such trucks or mobile tanks are secured, when not in use, within approved containment or another location specified in a written agreement between the Airport Manager and the mobile tank owner.
 3. No person shall store fuel in Airport-leased hangars except in fuel tanks incorporated within aircraft. No person shall store fuel in other buildings and hangars located on the Airport except in approved containers in areas specifically approved for such storage by the Airport Manager (see section 3.7.a).

b. Fueling:

All fueling operations shall conform to the provisions of the National Fire Protection Association, Inc., NFPA Manual 407, *Aircraft Fuel Servicing*, and the City's Fire Code. A copy of the current version of the manual is available at the Airport Manager's Office. It is the responsibility of those engaged in fueling aircraft to ensure compliance with those provisions and the following:

1. During aircraft fueling, the dispensing apparatus and the aircraft must be bonded in accordance with local, state, and federal codes and Uniform Fire Code standards.
2. No person may park fuel servicing vehicles within 50 feet of a building.
3. Fuel storage areas will be properly posted with warning placards as required by the City Fire Department and/or Airport Manager.
4. No person may fuel or defuel an aircraft in a hangar or other enclosed space.
5. During the fueling or defueling of an aircraft no person may use any material that is likely to cause a spark or be a cause of ignition within 50 feet of that aircraft.
6. Each person engaged in fueling or defueling shall ensure that each hose, funnel, or appurtenance used in the fueling or defueling of an aircraft shall be maintained in a safe, sound, and non-leaking condition and shall be properly bonded to prevent the ignition of volatile liquids.
7. Each person engaged in fueling or defueling shall exercise care to prevent the overflow of fuel, and must have readily accessible absorbent materials and adequate fire extinguishers.
8. Each person engaged in fueling or defueling shall ensure that each fueling vehicle, fuel station, or self-fueling facility must maintain an adequate supply of fuel absorbent material.

2.4.9 Fire Regulations

- a. All construction or alterations of buildings, structures, and shelters shall be done in conformance with all applicable building and fire codes, and with approval of the City Council and Airport Manager.
- b. Aeronautical service providers and users of Airport property shall submit to Fire Department inspections of buildings and storage areas, given reasonable advance notice.
- c. All Airport users and service providers need appropriate permits from the City Fire Department for any activities regulated by the City's adopted Fire Code.

- d. No person shall keep or store any flammable liquids, gases, or other similar materials in the hangars or in any building on the Airport, except that such materials may be kept in an aircraft in the proper receptacles installed for such purposes or in rooms or areas specifically approved for such storage by the Airport Manager and the Fire Department.

2.4.10 Explosives and Flammable Materials

No person shall:

- a. Carry on their person or store in any hangar on the Airport any explosives or other flammable materials in any manner other than permitted by law.
- b. Store in any aircraft located on the Airport any explosives or flammable materials, except for FAA approved survival equipment, including but not limited to, ammunition, fuel and lubricating oils, except in appropriate containers located in aircraft and provided for such purposes as permitted by current code of Federal Aviation Regulations.

2.4.11 Removal of Abandoned Property or Property Posing a Potential Hazard

- a. The Airport Manager, or his/her authorized representative, may remove from any area of the Airport, including leased premises, any motor vehicle, aircraft, or other property which causes or constitutes or reasonably appears to cause or constitute an imminent or immediate danger to the health or safety of the persons using the Airport or a significant portion thereof. The expenses of such removal and any storage fees shall become a lien chargeable to the owner of the property. The owner shall be notified of the removal and storage of the property in writing.
- b. The removal from any area of the Airport, including leased premises, of any motor vehicle, aircraft, or other property constituting a nuisance or which is disabled, abandoned, or in violation of this document, but which does not cause or constitute an imminent or immediate danger to the health or safety of the persons using the Airport or a significant portion thereof, shall be accomplished in accordance with the procedures set forth in RCW 7.48, and RCW 14.08.122, or other applicable laws and regulations.

2.5 Airport Charges

Charges shall apply to all tenants leasing ground, hangar, office or building space from the City as outlined below.

2.5.1 Ground Lease

- a. Physical improvements may be constructed on leased property at the expense of the tenant, provided the location and type of construction has prior written approval of the Airport Manager or City Council, including but not limited to City permitting requirements, and will be in accordance with the terms and conditions of the lease.

- b. Tenants must, at all times, maintain leased ground areas and physical improvements in good condition and in conformity with the City's *Airport Leasing Policies* and any other requirements that may be imposed by the City.
- c. Utilities and other services which may be required by the tenant in the rental area shall be paid for by the tenant unless otherwise provided.
- d. Prompt payment for ground leased on Renton Airport shall be made in accordance with the terms and conditions of the lease.

2.5.2 Hangar, Building, Office and Tie-down Leases — City-owned

- a. Hangar, building, office, and tie-down space in or on City-owned facilities will be leased or rented based upon the City's *Airport Leasing Policies* and rental rates and terms established from time to time by the City of Renton.
- b. Tenants must, at all times, maintain physical improvements in good condition and in conformity with the requirements of the City's *Airport Leasing Policies*. No improvements or physical changes in the area leased or rented shall be made without prior written approval of the Airport Manager.
- c. Prompt payment for space rented or leased on Renton Airport shall be made in accordance with the terms and conditions of the lease.
- d. Aircraft using City-owned facilities or tie-down areas shall be registered with the Airport Manager or their designee and the Aviation Division of the Washington State Department of Transportation, unless that aircraft is exempt from registration.

2.6 Miscellaneous

2.6.1 Certificates of Insurance

Lessees, required by lease, Agreement, or Standards to provide insurance, shall keep current Certificates of Insurance on file at all times with the Airport Manager. The City shall be named as additional insured. The insurance certificate shall provide for a forty-five (45) days' prior written notice of cancellation of the insurance policy.

2.6.2 Flying Clubs

- a. Flying clubs may operate at the Airport only upon compliance with the following requirements:
 - 1. A flying club must be organized as a nonprofit association chartered for the purpose of operating aircraft for pleasure, developing skills in aviation, and developing an awareness and appreciation of aviation requirements and techniques. A flying club may be organized in any other manner (for example, joint ownership of a single aircraft) only with the prior written consent of the Airport Manager and upon satisfaction of such additional obligations as the Airport Manager may impose.

2. Ownership of club aircraft must be vested in the name of the flying club, or be owned ratably proportioned by all its members.
3. A flying club may not derive greater revenue from the use of its aircraft other than the amount necessary for the operation, maintenance, and replacement of the aircraft and other necessary club expenses consistent with the club's non-profit status.
4. A flying club and its members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of the club, except that the flying club may sell or exchange its capital equipment.
5. A flying club may not offer or conduct charter, air taxi, or rental of aircraft operations. They may not conduct flight instruction, except for regular members, and only members of the club may operate the aircraft. No flying club shall permit its aircraft to be used for flight instruction by any person, when such person pays or becomes obligated to pay for such instruction, except when the instruction is given by an Operator on the Airport that has a lease or an Operating Permit from the City, or by a certified flight instructor (CFI) who is a club member. A CFI who is a club member and not engaged in commercial flight instruction may provide flight instruction such as check rides, biennial flight reviews or instrument proficiency checks only to other club members.
6. A qualified mechanic who is a registered member and part owner of an aircraft owned and operated by a flying club is not restricted from doing maintenance work on club aircraft, provided that the club does not become obligated to compensate for such maintenance work. Such a mechanic may be compensated by credit against payment of dues or flight time. Maintenance shall be performed in approved facilities.
7. An incorporated flying club must provide to the Airport Manager a copy of the articles of incorporation, by-laws, a list of officers and directors, and their addresses, operating rules and membership agreements. All other flying clubs must provide membership agreements and operating rules. This information must be kept current at all times.
8. A flying club shall maintain a membership record containing the full names, addresses, and pilot license numbers and ratings of its current members together with the date when their membership commenced. These records shall be made available for inspection upon request by the Airport Manager.
9. Upon request, a flying club shall provide to the Airport Manager a list of all instructors who are or have been instructing members of the club and the names of each of the members who received the instruction and the dates and times of such instruction, for the six-month period immediately preceding the request.
10. All flying clubs must possess the following insurance coverage, as applicable:

Aircraft liability:	\$1 million/\$100,000
Hangarskeepers:	\$1 million/\$100,000
Premises liability:	\$1 million
Automobile equipment:	\$500,000
Worker's Compensation:	Statutory

The coverage must name the City as an “*Additional Insured*” on the insurance certificate. These requirements are subject to change with 45 days’ advance notification.

11. All flying club aircraft must be registered with the Airport Manager. Club aircraft shall not be used for commercial activities.
- b. If a flying club is not operating in accordance with the provisions of this section, the City may, after formal notice, classify the club as a flight school or commercial operation or require that the club terminate its operations at the Airport.

2.6.3 Specialty Non-Commercial Aeronautical Activities

Specialty non-commercial aeronautical activities in this category shall include those types of non-commercial aeronautical activities, excluding flying clubs or individual aeronautical activity, which may require specific technical competency or space, facilities, or equipment, to carry out the activity such as assembly of a kit aircraft, or glider operations. Tenants carrying out specialty non-commercial aeronautical activities shall:

- a. Obtain or lease the necessary space, facilities and equipment to carry out the proposed activities. The facility requirements shall be met through a lease/sublease agreement or permit issued by the Airport Manager.
- b. Because of the anticipated limited nature of these activities, the Airport Manager shall review each application for specialty activities individually and establish specific requirements based on the applicant’s proposal. This may include, but not be limited to, specific insurance and environmental protection requirements or operating procedures necessitated by the nature of the proposed activity or required by state or federal law or regulations.

Section 3: Minimum Standards for Commercial Aeronautical Service Providers

3.1 Purpose

The City of Renton, as owner with responsibility for the administration of Renton Airport does hereby establish these *Minimum Standards* for Commercial Service Providers so that:

1. The environment at the Airport fosters high quality commercial aeronautical services for its users and tenants;
2. The Airport applies uniform requirements to all prospective commercial tenants and assures that all prospective tenants are treated equally and without unlawful discrimination;
3. Airport-owned public areas, roads, taxiways, runways, and aprons remain available and open to public use;
4. Development of Airport facilities and aeronautical services is safe, orderly, and efficient and in accordance with Airport development plans;
5. Persons or entities proposing to use or access Airport-owned property or facilities for commercial aeronautical activity compensate the Airport for the use of Airport property at fair market rent for such use and privilege; and
6. The City, as sponsor of the Airport, complies fully with federal grant assurances.

The Airport shall require all activities of commercial service providers to comply with these *Minimum Standards* on both public and private portions of the Airport.

The *Minimum Standards* provide threshold entry requirements for any person or entity proposing to enter into a lease or obtain an Operating Permit to provide commercial aeronautical services to the public and ensure that the services and facilities of service providers meet the needs of Airport users.

Each commercial Operator shall agree to offer the specified minimum level of services to obtain a lease or Operating Permit with the City granting permission to operate on the Airport.

Operators are encouraged to exceed these *Minimum Standards* whenever possible.

The Airport Manager, in coordination with commercial aeronautical activity providers and the Renton Airport Advisory Committee (RAAC), will review these *Minimum Standards* at least every five (5) years. The Airport Manager shall recommend such revisions or amendments as may be deemed necessary to properly protect the health, safety, and interest of the City and the public to the City Council. Upon the City Council's approval of any such amendments,

commercial aeronautical activity providers at the Airport will be required to conform to the amended *Minimum Standards* within 180 days.

3.2 Application of *Minimum Standards and Relationship to the Airport Leasing Policies*

The City, acting by and through its Public Works Department, owns and operates the Airport. To facilitate the development of adequate aeronautical services and facilities for Airport users, the City has established these *Minimum Standards* for the provision of certain commercial aeronautical services at the Airport. These *Minimum Standards* may be amended by the City as conditions require, or modified for additional aeronautical services.

Pursuant to the Renton City Code, no person may conduct or operate a business at the Airport except as authorized by the City Council. Any entity wishing to lease Airport property with the intent of initiating a commercial aeronautical activity should also review the *Airport Leasing Policies*.

The *Airport Leasing Policies* establish the criteria by which the City Council shall consider requests from prospective commercial aeronautical service providers to do business at the Airport. The *Airport Leasing Policies* shall apply to all Operator lease agreements (“lease”) and commercial operating permits (“Operating Permit”) granted or renewed after the effective date of these rules. The provisions of the lease or Operating Permit will be compatible with the *Airport Leasing Policies* and will not change or modify the *Minimum Standards* themselves.

The *Airport Leasing Policies* do not apply to the City itself or to persons operating aircraft on the Airport who perform services on their own aircraft with their own regular employees and equipment in accordance with applicable *Minimum Standards* and applicable lease, Operating Permit, or contract provisions. The *Airport Leasing Policies* are not intended to be all-inclusive; the Operator will be subject additionally to applicable federal, state, and local laws, codes, ordinances and other similar laws and regulations, including these *Minimum Standards* and *Ground Vehicle Operating Rules*, pertaining to all such services, as terms of their condition of lease or Operating Permit.

3.3 Authorization for Commercial Activity

The City of Renton may authorize commercial aeronautical activity on City-owned Airport property.

When the Airport Manager determines that a person or entity is engaged in, or proposes to engage in a commercial activity at the Airport, the City Council may grant that person or entity a Lease or Operating Permit and Agreement with the City.

The City Council shall consider the following criteria in determining if a Fixed Base Operator (FBO) or Specialized Fixed Base Operator (SFBO) shall be authorized to conduct business:

1. The terms and conditions of any pre-existing commercial operators at the Airport providing comparable services;
2. The impact of the proposed new commercial activity on public safety and convenience;
3. The amount of available space at the Airport;
4. The customary uses of the Airport;
5. Compatibility of the proposed new commercial activity with present and planned development at the Airport;
6. Compliance of the proposed activity with all federal, state, and local laws and regulations, including land use regulations; and
7. Equitable treatment of commercial service providers on the Airport.

The City may impose any conditions or restrictions necessary to ensure safety in the air and on the ground at the Airport, including preservation of unobstructed traffic patterns and runway approaches.

These *Minimum Standards* are deemed to be part of each Operator's Lease or Operating Permit and Agreement with the City, whether or not expressly set forth in their written agreement, with the exception of those specific instances when provisions are expressly waived or modified in writing by the City Council. The omission of a specific reference to any particular Minimum Standard in an Operator's written agreement with the City shall not constitute a waiver or modification of the *Minimum Standards*.

If an Operator conducts multiple aeronautical activities under a single written Lease or Operating Permit and Agreement with the City, that Operator shall comply with the *Minimum Standards* established for each separate activity or SFBO. If the *Minimum Standards* for one aeronautical activity are inconsistent with the *Minimum Standards* for another, then the stricter or higher Minimum Standard shall apply to all aeronautical activities of that Operator.

Activities with no specific Minimum Standard shall be addressed by the City on a case-by-case basis in the commercial Operator's written Lease or Operating Permit and Agreement.

To the extent consistent with the terms of the Lease or Operating Permit and Agreement, these *Minimum Standards* shall apply to all currently existing Leases and Operating Permits. All existing Operators with current agreements shall be required to conform to these *Minimum Standards*.

3.4 Enforcement

It is the goal of the City to provide consistent, uniform, and fair enforcement of these *Minimum Standards* to accomplish the City's goals and promote successful commercial business operations at the Airport. To achieve this goal, the City may provide in its written Leases or Operating Permit and Agreement any appropriate provisions to assist them in enforcement.

3.5 Application Requirements

To operate a commercial aeronautical activity at the Airport, a person shall submit a written application to the Airport Manager. Please see the *Airport Leasing Policies* for specific requirements.

3.6 Requirements Applicable to all Operators

3.6.1 Requirements of a Written Lease or Operating Permit and Agreement

- a. Before beginning operations, the prospective Operator must enter into a written Lease or Operating Permit and Agreement with the City as specified in the *Airport Leasing Policies*, or as specified in Section 3.6.11 of this document. The Lease or Operating Permit and Agreement must identify the terms and conditions under which it will do business on the Airport, including but not limited to, the term of agreement, the rentals, fees, and charges, the rights, privileges and responsibilities of the respective parties, and other relevant provisions. Such lease or Operating Permit shall be consistent with these *Minimum Standards*.
- b. Such Lease or Operating Permit and Agreement shall contain, or adopt by reference, all provisions required by the applicable law, including, without limitation, regulations promulgated by the FAA, and assurances or agreements entered into by the City as a condition of any federal grant to the City for the Airport. The Lease or Operating Permit and Agreement shall be subordinate to the federal grant assurances.
- c. If a Lessee desires to sublease space, the sublessee must apply for and obtain an Operating Permit and Agreement from the City to initiate a commercial aeronautical activity. The sublessee must also satisfy the applicable Minimum Standards to provide the proposed activity.

3.6.2 Annual Reporting Requirements and Notification of Changes

Operators shall report within 30 calendar days, any changes pertaining to the information listed in 3.6.1, above. Operators shall provide the Airport Manager with three week's advance notice of their intention to commence or discontinue an authorized commercial aeronautical activity.

3.6.3 Site Development and Maintenance Standards for FBOs and SFBOs

- a. **Location.** Fixed Base Operators (FBOs) or Specialized Fixed Base Operators (SFBOs) may be situated only in those areas of the Airport specified for such use by the *Airport Layout Plan* or *Airport Master Plan*.

- b. **Space Requirements.** Appendix A provides information on the minimum space requirements for the conduct of commercial aeronautical activities at the Airport. Land and facility leases shall be limited to the amount of land or space the Operator can demonstrate is actually needed and can be put to immediate use. In the event that additional land or space is required later, the existing Operator may be required to compete with all other qualified bidders should the City decide on a competitive process.
- c. **Airport Design Criteria.** All construction of improvements and infrastructure must conform to and comply with the approved plans and specifications submitted by the Operator and approved by the City and the Airport Manager, the applicable statutes, ordinances, building codes, rules and regulations of the City and the FAA and such other authorities as may have jurisdiction over the Airport, the premises or the Operator's operations herein. The height of any structure must be within the limits of the FAA's regulations governing objects affecting airspace, as set forth in Title 14 CFR and the City's Development Regulations. Any structure that violates these requirements shall be subject to removal or remediation at the Operator's expense.
- d. **Design/Construction Review.** Operators shall not construct, install, remove, or modify any improvements on the premises without the prior written approval of the Airport Manager, or his/her designated representative. All plans shall be submitted in accordance with the applicable provisions of the Lease.
- e. **Right of Relocation.** The City shall have the right to relocate Operator's premises when necessary to accommodate Airport development in accordance with an FAA-approved *Airport Master Plan* or *Airport Layout Plan*. The need for such relocation shall be determined by the City Council. If relocation becomes necessary, the City shall provide the Operator with a replacement area substantially equivalent in size and amenities. Should the Operator disagree with the replacement location, the Operator shall have the right, within ten (10) business days of the City Council's written notice of impending relocation, to provide written notice that he/she disagrees with the replacement location. Upon such notice by the Operator, the parties shall, for a period not to exceed thirty (30) days from the date of such notice, negotiate in good faith in an attempt to resolve the matter to the satisfaction of both parties; however if for any reason the disagreement is not resolved within thirty (30) days, the City Council shall have the right to unilaterally decide the matter, and the Operator shall agree to and abide by the City Council's decision, subject to such rights of termination the Operator may have under its Lease or Operating Permit and Agreement. If the City requires the Operator to relocate its facilities during the term of agreement, the City may reimburse the Operator for its documented, reasonable, and actual out-of-pocket relocation expenses, if any, but the City shall have no liability for increased overhead or operating costs, or lost profits or revenue of the Operator, if any, arising from such relocation.
- f. **Ownership of Improvements.** All rights, title, and interest in any improvements constructed by an Operator on the Airport shall fully vest in the City upon the end of the term of the

Operator's Lease. The Operator shall execute and deliver to the City such documents as may be required to evidence the City's ownership of such improvements.

- g. **Maintenance Responsibilities.** The Operator shall, at its sole cost and expense, maintain repair, and keep in good condition all of its improvements on the premises, as hereinafter described and outlined in the *Airport Leasing Policies*. The Operator shall:
1. Maintain pavement, and install and maintain landscaping, lighting, and all equipment on the premises;
 2. Maintain the interior and exterior of all improvements, to include electrical, mechanical, plumbing, fire protection system(s), roof, floors, load-bearing and exterior walls, utilities, and HVAC system(s);
 3. Remove debris and trash from driveways, taxi-lanes, aprons, ramps, landscaping, and other walkways to maintain safe, clear, and unobstructed access at all times for authorized users and emergency vehicles and maintain refuse containers with locking lids;
 4. Maintain all hangar and overhead doors and door operating systems, including weather stripping and glass replacement;
 5. Maintain electric loads within the designed capacity of the system. Any change to such designed capacity requires prior written consent of the Airport Manager;
 6. Install and maintain hand-held fire extinguishers in the interior of all buildings, shops, aircraft parking and tie-down areas, and fuel storage areas, pursuant to all applicable fire and safety codes;
 7. Have the necessary utility meters installed as required by the utility company(ies), at Operator's expense;
 8. Pay all utility charges, including, but not limited to, electricity, water, wastewater, natural gas, and telephone. Operator shall maintain and repair all utility service lines and fixtures, including lighting fixtures, within the premises to the extent the utility company providing such service does not perform such maintenance or repair;
 9. Provide, at its sole cost and expense, necessary arrangements for adequate sanitation, handling, and disposal from the Airport of all trash and other refuse which results from the Operator's business operations, including receptacles for the deposit of such trash, or other refuse; and
 10. Not permit any action on the premises that has an adverse effect on, or interferes with the proper function of any drainage system, sanitary water system, or any facility provided for the operation or protection of the Airport.

3.6.4 Personnel

- a. Each Operator shall provide a fully qualified, competent, experienced on-site manager during operating hours that shall supervise and direct the performance of all services provided by the Operator.
- b. Those engaged in commercial aeronautical activities shall diligently provide consistently high quality, responsive, and professional services that meet or exceed the needs of Airport users.
- c. Each Operator shall employ the quantity of trained, on-duty management and personnel necessary to ensure compliance with its obligations to provide courteous, efficient, and safe services to all customers.
- d. All personnel employed by any commercial Operator shall meet all federal, state and local training requirements, and shall hold all appropriate certifications required for their duties.
- e. If any Operator discovers an event has occurred or a situation exists that interferes with the effectiveness or accessibility of any service, the Operator, or an employee of the Operator, shall immediately notify the Airport Manager, and the local fire department or utility company or such other municipal or community services as are appropriate to effectively and immediately resolve the situation.

3.6.5 Security

- a. The Operator, its employees, agents, customers, and contractors shall comply fully with all security measures required by the Airport Manager.
- b. The Operator shall control the premises so as to prevent unauthorized access to the AOA.
- c. The Operator shall strictly comply with all applicable federal aviation security requirements.
- d. The City reserves the right to install security devices (e.g. gates, fences, and access controls) on the premises as it deems necessary.

3.6.6 Indemnification

Leases shall contain an indemnification provision that is acceptable to the City.

3.6.7 Insurance and Bonding

- a. All agreements shall require the Operator to provide at his/her own cost insurance coverage as provided by Appendix B for the category of licensed operation, in a manner and form acceptable to the City and underwritten by a responsible insurance carrier(s) authorized by the State of Washington to provide such coverage in Washington. The coverage shall include but not be limited to:

1. Third-party comprehensive general liability coverage or equivalent for bodily injury and property damage including owned and non-owned vehicles and/or aircraft.
2. Statutory worker's compensation and employer's liability insurance or equivalent.
3. Fire and extended coverage and vandalism and malicious mischief insurance or equivalent, for damage or destruction of real property or leasehold improvements, where the City has, or will have, an interest in such property by virtue of a lease.
4. Hangarkeeper's liability coverage or equivalent where the Operator operates a fixed base operation, or specialized fixed base operation, or whomever does the maintenance on the aircraft.
5. If applicable, the Operator shall maintain Storage Tank Liability Insurance or equivalent coverage for any underground or above ground storage facility, tank, underground or above ground piping, ancillary equipment, containment system, or structure used, controlled, constructed, or maintained by the Operator. The policy shall cover on-Airport third party bodily injury and property damage including expenses for legal defense, corrective action for storage tank releases, clean-up of harmful materials, and storage tank removal.
6. All insurance coverage required under these *Minimum Standards* (except Worker's Compensation Insurance) shall name Renton Airport and the City of Renton as "Additional Insured."

Each Operator should undertake an analysis of its insurance coverage to determine if more is needed. Higher levels of coverage may be needed for some operations. The City's Risk Manager will review insurance coverage as applications are received and may require different coverage based on a review of the proposed business and the background of the applicant.

- b. Commercial tenants erecting substantial improvements at the Airport shall be required to furnish the City with a copy of the contract between the lessee and a licensed contractor. The City may require a performance bond to guarantee that the improvements will be completed according to existing codes and said improvements will be free from any liens. With prior approval of the Airport Manager, a cash deposit or the pledge of a savings account to the City in the amount of ten (10) percent of the estimated improvement value may be used by the lessee in lieu of a performance bond. Such deposit or pledging of a savings account will be returned to the lessee upon acceptance of the completed improvements by the City.

3.6.8 Environmental Compliance

- a. **Compliance.** In its operations at the Airport, the Operator shall strictly comply with all applicable environmental laws and generally accepted industry environmental practices and standards. Without limiting the generality of the foregoing provision, the Operator shall not

use or store hazardous materials on or at the Airport except as reasonably necessary in the ordinary course of the Operator's permitted activities, and then only if such hazardous materials are properly labeled and contained. The Operator shall promptly notify the City of any hazardous materials spills, releases, or other discharges at the Airport and promptly abate, remediate, and correctly remove same.

The Operator shall provide the City with copies of all reports, complaints, claims, citations, demands, inquiries or notices relating to the environmental condition of the Airport, or any alleged material noncompliance with environmental laws by the Operator at the Airport within ten (10) days after such documents are generated or received by the Operator. If the Operator uses, handles, treats or stores hazardous materials at the Airport, the Operator shall have a contract in place with an EPA approved waste transport and disposal company, and shall identify and retain spill response contractors to assist with spill response and facility waste characterization, transport, and disposal. Complete records of all disposal manifests, receipts and other documentation shall be retained by the Operator for a period of three years following resolution and shall be made available to the City for review upon request.

The Airport Manager shall have the right at any time to enter the premises to inspect, take samples for testing, and otherwise investigate the premises for the presence of hazardous materials.

- b. **Responsibility.** The Operator shall be responsible for and pay all environmental claims that arise out of and are caused in whole or part from the Operator or Operator's Agent's use, handling, treatment, storage, disposal, discharge, or transportation of hazardous materials on or at the Airport, the violation of any environmental law, or failure of the Operator to comply with the terms, conditions, and covenants of this article. If the City incurs any costs or expenses (including but not limited to attorney, consultant, and expert witness fees) arising from the Operator's use, handling, treatment, storage discharge, disposal, or transportation of hazardous materials on or at the Airport, the Operator shall promptly reimburse the City for such costs upon demand. All reporting requirements are the responsibility of the Operator.

3.6.9 Certifications

The Operator shall obtain and maintain in full force and effect all FAA and other certificates and licenses necessary for the work being performed at the Airport.

3.6.10 Motor Vehicles on the Airport Operations Area (AOA)

The Operator shall control the on-Airport transportation of pilots and passengers of transient general aviation aircraft using the Operator's facilities and services. Customer-owned motor vehicles are not permitted on the AOA. The Operator-owned vehicles driven on the AOA shall be operated in strict accordance with *Minimum Standards* and the *Ground Vehicle Operating Rules*, applicable federal, state and municipal laws, ordinances, codes or similar regulatory measures now in existence or as may hereafter be modified or amended. The Operator shall be

required to equip each of these motor vehicles with a functioning aviation band two-way radio (operating at 121.6 MHZ or as assigned by the FAA or Airport Manager) and with an operating rotating beacon or FAA approved flag, or such other equipment as the FAA or the City shall require. The Airport may impose training and licensing requirements.

3.6.11 Waiver

The Airport Manager may (but in no way shall be obligated to) waive one or more of the *Minimum Standards* applicable to an Operator for good cause shown upon written request of the Operator, provided that such waiver would not adversely affect public health or safety, the quality of service provided to the public, or Airport finances or operations, or would violate any federal, state, City or other law, statute, ordinance, rule, regulation, or Federal Grant Assurance.

3.7 General Minimum Standards for Fixed Base Operators (FBOs) at the Airport

The following lists the requirements for FBOs wishing to conduct business on the Airport. Appendix A summarizes these requirements.

- a. An FBO is the only commercial operator permitted by the City to provide fueling services and facilities at the Airport. All FBOs shall pay a City-imposed fuel flowage fee on fuel dispensed on the Airport. This fee shall be collected by the oil company making the sale or delivery and reported in a form prescribed by and acceptable to the City Finance Department with remittance made to the City Finance Department on a monthly basis.
- b. In addition to fueling services, each FBO shall provide aircraft line services, including the necessary equipment, supplies, and trained personnel for aircraft parking and tie-down areas and a demonstrated capability to perform minor repairs, coupled with proper equipment for repairing and inflating aircraft tires, servicing oleo struts, changing engine oil, washing windows and windshields, and recharging discharged batteries.
- c. In addition to these mandatory primary operations listed in 'b', above, an FBO operating at the Airport shall provide a minimum of two (2) of the specialized services found in Article 3.9, below.
- d. Each FBO may subcontract or sublease to provide any primary or specialized service. Subcontractors and third-party operators shall meet all of the *Minimum Standards*, including insurance, and are required to obtain an Operating Permit before commencing operations. Additionally, any subcontractors or sublessees an FBO uses must be located on area(s) leased by that FBO.
- e. Each FBO shall conduct its business, and perform activities on and from the business premises in a professional manner consistent with operations at other similar sized airports.

- f. Every FBO operating on the Airport shall comply with the following Airport public building requirements: The FBO shall provide on the property a public use building with a(n):
 - 1. Customer lobby;
 - 2. Office;
 - 3. Pilot's lounge;
 - 4. Flight planning and weather briefing area;
 - 5. Public restrooms; and
 - 6. Additional facilities and services as listed in paragraphs h.), i.), and j.), below.
- g. Each FBO shall provide adequate vehicle parking on the property to meet the needs of customers and employees in accordance with local building codes, but in no event fewer than five paved parking spaces.
- h. Every FBO operating on the Airport shall provide adequate property for its aircraft operating area (ramp), independent of any building area and fuel storage area. The operating area shall provide transient parking and tie-down areas for no fewer than five aircraft. This shall include suitable space to park the largest aircraft likely to be serviced by the FBO.
- i. Each tie-down ramp area on the Airport shall be adequate to support all the activities of the FBO and all approved sublessees. The FBO shall maintain the ramp area and keep it clean.
- j. Each FBO shall be open for business on a regular schedule and shall provide aircraft fueling and line services to adequately serve the Airport. Business hours, including holiday closures, shall be recorded with the Airport Manager in advance and regularly updated for accuracy. Each FBO shall be open for business and provide fueling and line services a minimum of eight hours per day and seven days per week, during appropriate business hours. In addition, each FBO shall:
 - 1. Be on call twenty-four hours each day to provide after-hours fuel service within two hours of a customer request; or
 - 2. Develop and record with the Airport Manager and, if applicable, other FBOs operating on the Airport, a shared on-call schedule to provide after-hours fuel services; and
 - 3. Provide adequate notice to the public with a designated on-call employee to ensure that after-hours on-call fueling services are readily accessible and promptly provided, whether after-hours services are provided by a sole FBO or shared multiple FBOs.
- k. Each FBO shall have on duty, during all required hours of operation, a minimum of one (1) employee and such additional personnel as needed to adequately meet the operating

Minimum Standards for each specific aeronautical service offered by the FBO. Multiple responsibilities may be assigned to qualified employees, where feasible.

- l. Each FBO operating at the Airport shall provide the Airport Manager with a current and accurate roster consisting of names, addresses, and contact information for all persons responsible for the both management and operation of the FBO.
- m. Each FBO shall provide the Airport Manager with points of contact and appropriate telephone numbers for emergency situations.
- n. Each FBO shall obtain, and keep current at all times, any and all required fueling certifications and permits necessary for storing, handling, and dispensing aviation fuel. Each FBO shall train its management and fuel handling personnel to ensure safe and proper handling, dispensing, and storage of aviation fuels. Periodic refresher training shall be provided as necessary.
- o. Each FBO shall develop and maintain Standard Operating Procedures (SOPs) for refueling and ground handling operations that comply with all City Fire Codes, state, federal and FAA standards and requirements and be associated with a branded fuel distributor. The SOPs shall be submitted to the Airport Manager no less than thirty (30) days prior to the FBO commencing fueling activities.
- p. Each FBO shall comply with all FAA regulations pertaining to fuel storage, handling and dispensing on airports, to all Airport rules and regulations, and to any other applicable laws related to fuel handling, dispensing, and storage.

3.8 Requirements Related to Primary FBO Services

- a. The following requirements regarding fueling services apply to every FBO operating on the Airport.
 - 1. Provide the sale and delivery of ASTM rated aviation fuels, lubricants, and other aviation petroleum products. In addition, the FBO shall provide, store, and dispense either avgas, turbine fuel, or both.
 - 2. Ensure that all equipment used for storing and dispensing petroleum products meets all applicable federal, state and local safety standards, codes, and regulations.
 - 3. Provide a stationary fuel storage system design that meets all applicable federal, state, and local regulations and standards.
 - 4. Provide filter-equipped fuel dispensers and meter systems, and designated fuel tanks or trucks for each grade of fuel supplied.
 - 5. Shall have all metering devices certified by a State approved weights and measures inspector.

6. Monitor fuel inventories in accordance with current Environmental Protection Agency (EPA) standards and provide copies of fuel inventories to the Airport Manager upon request.
 7. Maintain a *Spill Prevention Control and Countermeasure Plan*.
 8. Receive prior written permission from the Airport Manager before providing commercial self-service fueling equipment (card-lock equipment). All card-lock equipment must comply with all state and local building codes.
 9. Conduct the lawful, sanitary, and timely handling and disposal of all solid waste, regulated waste and other materials, including but not limited to:
 - i. Sump fuel;
 - ii. Used oils;
 - iii. Solvents; and
 - iv. Other regulated waste.
 10. Provide an adequate supply of the proper type and size of operable fire extinguishers in all proper locations in accordance with the City's Fire Code. All fire extinguisher certifications shall be kept current at all times.
 11. Meet all State of Washington insurance requirements and maintain the type and amounts of insurance specified in their agreement with the Airport Manager.
- b. The following additional requirements shall apply to FBOs operating at the Airport:
1. Provide fuel storage tanks with a minimum capacity of ten thousand (10,000) gallons each.
 2. Provide for mobile or stationary dispensing equipment.
 3. Provide for one or more employees to serve the fuel demand at the Airport.
 4. Maintain a commitment to remove snow and otherwise clean up the refueling areas used by the activity, coupled with the provision of the necessary equipment for this purpose.
 5. Maintain a commitment to have employees participate for a minimum of two hours per year in fire, rescue or other emergency training when provided for Tenants by the Airport Manager.

3.9 Requirements for Specialized FBO Services at the Airport

In addition to the primary services required, FBOs must provide a minimum of two specialized services. The requirements for these specialized services are identical to those for SFBOs operating on the Airport. They are listed in Sections 3.9.2 through 3.9.10 and summarized in Appendix A.

3.9.1 General

- a. SFBOs that provide the same or similar services as other operators shall comply equally with all applicable *Minimum Standards* that will be consistently enforced by the City.
- b. Each SFBO shall operate out of a building located on the Airport. The building shall be of an appropriate size to accommodate the services being offered, provide landside access to the SFBO's facilities and services to the public, and shall be marked with appropriate external signage.
- c. Each SFBO shall provide automobile parking area appropriate for the needs of the business.
- d. Each SFBO shall keep current and provide to the Airport Manager a written statement of names, addresses, and contact information for all personnel responsible for the operation and management of the SFBO.
- e. Each SFBO shall meet all City of Renton insurance requirements and shall maintain the types and amounts of insurance as specified in these *Minimum Standards* and in the Lease or Operating Permit and Agreement. See Appendix B for specifics.

3.9.2 Flight Training Services

Each SFBO providing flight instruction necessary to complete the written examination and flight check for any category of pilot certificate or rating, shall meet the following minimum requirements:

- a. Provide at least one currently qualified FAA-certified flight instructor;
- b. Provide, through a lease/sublease or agreement with a FBO:
 1. A minimum of 500 square feet of cumulative instruction space with access to public restrooms for students; and
 2. Adequate facilities for storing, and adequate facilities for servicing, its aircraft or satisfactory arrangements for such services with other operators licensed by the Airport for such services and repair. At a minimum, space for each aircraft is required.
- c. Provide an FAA approved flight simulator or flight training device or one or more properly maintained and equipped aircraft, registered with the Washington Department of Transportation's Aviation Division in compliance with state aircraft registration laws, to accomplish the services offered.

3.9.3 Airframe or Power Plant Maintenance Services

Each SFBO providing airframe or power plant maintenance services may provide either one or both of the following: major and minor airframe maintenance and repair, engine and/or accessory overhaul repair services. An airframe and power plant maintenance Operator shall:

- a. Have in their employ a minimum of one FAA-certified technician who is certified to conduct operations pursuant to a repair station certificate;
- b. Provide, through a lease/sublease or agreement with a FBO:
 1. A ventilated shop space capable of accommodating at least one aircraft within the SFBO property. Required shop space shall be a minimum of 200 sq. ft. of office and 2,000 sq. ft. of hangar space;
 2. Adequate suitable leased ground space to park aircraft awaiting service or awaiting pick-up after the completion of service, coupled with the commitment to remove any non-airworthy aircraft from the Airport premises within a reasonable time. At a minimum, a paved apron that can accommodate aircraft movement from the Operator's hangar to the taxiway and three tie-down spaces is required; and
 3. Suitable facilities for washing and cleaning of aircraft that prevents contaminated wash water from entering the storm drains.
- c. Provide equipment, supplies and parts required for aircraft airframe and power plant inspection, maintenance, and repair; and
- d. Keep premises open and services available during appropriate business hours, five days a week or 40 hours a week, excluding holidays.

3.9.4 On-Demand Air Transportation Services

Each SFBO providing on-demand air transportation of persons or property to the general public shall:

- a. Make available at least one currently qualified FAA-certified person to conduct the flight activity offered by the Operator;
- b. Provide, through a lease/sublease or agreement with a FBO:
 1. Adequate terminal or waiting facilities, including restrooms, to serve the general public. A minimum of 300 sq. ft. is required; and
 2. Adequate facilities for storing, servicing, and repairing all its aircraft or satisfactory arrangements for such services with other operators licensed by an Airport for such services and repair. At a minimum, a tie-down or hangar space for each aircraft used in service is required.

- c. Provide at least one properly maintained and equipped aircraft to accomplish the services offered;
- d. Make service available through a telephone message service or computerized scheduling service; and
- e. Hold and display a current Title 14 CFR Part 135 Certificate or FAA equivalent certificate.

3.9.5 Aircraft Rental Services

Each SFBO providing aircraft rental services to the general public shall:

- a. Have at least one qualified person available to meet customer needs;
- b. Provide, through a lease/sublease or agreement with a FBO:
 - 1. Adequate terminal or waiting facilities, including a pilot lounge and restrooms, to serve the general public. A minimum of 300 sq. ft. or an agreement with an FBO for use of its facilities;
 - 2. Provide adequate facilities for storing, servicing, and repairing all of its aircraft or satisfactory arrangements for such services with other operators licensed by an Airport for such services and repair. And, at a minimum, one tie-down or hangar space for each aircraft used in service is required.
- c. Have available for rental a minimum of one owned or leased certified and airworthy aircraft, registered with the Washington Department of Transportation's Aviation Division in compliance with state registration laws; and
- d. Keep premises open and services available during appropriate business hours, five days per week or 40 hours per week, excluding holidays.

3.9.6 Avionics Maintenance and Sales Services

Each SFBO providing avionics maintenance and sales services shall:

- a. Provide at least one trained, currently qualified technician;
- b. Either through a lease/sublease, or an agreement with a FBO, provide:
 - 1. The service from a shop space capable of accommodating at least one aircraft within the SFBO property. The shop space shall provide sufficient hangar space to house any aircraft upon which avionics maintenance is being performed. A minimum of 200 sq. ft. of office and 2,000 sq. ft. of hangar space;
 - 2. Adequate suitable leased ground space to park aircraft awaiting service or awaiting pick-up after the completion of service, coupled with the commitment to remove any non-

airworthy aircraft from the Airport premises within a reasonable time. At a minimum, three tie-down spaces on a paved apron that can accommodate aircraft movement from the Operator's hangar to the taxiway are required.

- c. Keep premises open and services available during appropriate business hours, five days per week or 40 hours per week, excluding holidays.

3.9.7 Aircraft Storage and Hangar Services

Each SFBO providing aircraft storage and hangar services shall:

- a. Make available the necessary amount of land to accommodate the proper quantity and size of hangars for the quantity and size of stored aircraft;
- b. Provide one restroom for each 15 hangars or tie-downs available for lease;
- c. Make service available through a telephone message service or computerized scheduling service;
- d. Ensure that all hangars, multiple T-hangars or tie-down areas are used solely for aircraft storage purposes;
- e. Ensure that each based aircraft stored within the Operator's hangar or tie-down areas is registered with the Washington Department of Transportation's Aviation Division in compliance with state registration laws;
- f. Post an informational sign for prospective customers, displaying:
 - 1. Contact names and numbers for all hangar operators; and
 - 2. Where to obtain information on hangar or tie-down availability.
- h. Ensure that all City codes are followed and each tenant receives a copy of the hangar rules.

3.9.8 Aircraft Sales and Brokerage Services

Each SFBO providing new and/or used aircraft sales and brokerage services shall:

- a. Provide at least one aircraft salesperson;
- b. Either through a lease/sublease, or an agreement with a FBO, provide:
 - 1. 300 square feet of office space; and
 - 2. Three tie-down or hangar spaces for aircraft storage.
- c. Make service(s) available through a message service.

3.9.9 Restoration, Painting, or Refurbishing Services

Each SFBO providing restoration, painting, or refurbishing services for aircraft structures, propellers, accessories, interiors, exteriors, and components shall:

- a. Provide at least one (1) trained, currently qualified technician certified by the FAA for all applicable repair stations;
- b. Either through a lease/sublease, or an agreement with a FBO, provide:
 1. A ventilated shop space capable of accommodating at least one aircraft within the SFBO property. The shop space shall provide sufficient hangar space to house any aircraft upon which maintenance is being performed. A minimum of 200 sq. ft. of office and 2,000 sq. ft. of hangar space.
 2. Adequate suitable leased ground space to park aircraft awaiting service or awaiting pick-up after the completion of service, coupled with the commitment to remove any non-airworthy aircraft from the Airport premises within a reasonable time. At a minimum, a paved apron that can accommodate aircraft movement from the Operator's hangar to the taxiway and three tie-down spaces are required.
- c. Keep premises open and services available during appropriate business hours, five days per week or 40 hours per week, excluding holidays; and,
- d. Meet all requirements of the City's Fire Code and applicable environmental regulations.

3.9.10 Specialized Commercial Flying Services

Each SFBO providing specialized commercial flying services, such as, but not limited to, non-stop sightseeing tours, aerial photography or surveying, powerline or pipeline patrol, fire fighting or fire patrol, air ambulance, airborne mineral exploration, banner towing, and other air transportation operations specifically expelled from 14 CFR Part 135, shall:

- a. Provide at least one qualified person who holds a current pilot certificate and medical certificate, with appropriate ratings;
- b. Maintain adequate facilities for servicing and repairing the aircraft or satisfactory arrangements with other operators licensed by the Airport for such service and repair. Facility requirements can be met either through a lease/sublease or agreement with a FBO;
- c. Own or lease at least one airworthy aircraft, appropriately registered in compliance with the Washington Department of Transportation's Aviation Division state registration laws;
- d. Make services available via a messaging service;
- e. For aerial advertising activities, each Operator shall maintain the following:

1. Adequate facilities at the Renton Airport for preparing, repairing, and storing aerial banners;
2. Appropriate waiver from the FAA (a copy to be provided to the Airport Manager once during each valid period of the waiver);
3. A letter of authorization signed by the Airport Manager, renewed on an annual basis;
4. A Certificate of Public Liability Insurance, with the City of Renton and Renton Airport named as an "Additional Insured" with respect to banner towing operations;
5. For aerial banner advertising, a ground crew present on the Airport at the banner towing site at all times during which:
 - i. Banners, banner towing equipment, or other items associated with the banner towing operation are moved on the Airport;
 - ii. The banner towing aircraft is in the air towing a banner until after the last banner has been dropped and clean-up of the banner towing equipment at the site has been completed; and
 - iii. Two-way radio voice communications between the ground crew and the Renton Air Traffic Control Tower is maintained.
- f. For non-banner aerial advertising or sky writing, adequate facilities for preparing, loading/unloading, and otherwise servicing equipment or materials.
- g. For aerial surveying/photography, adequate facilities for servicing photographic and surveying equipment and materials.

3.9.11 Specialty Commercial Aeronautical Services

Commercial aeronautical services in this category shall include those types of commercial aeronautical services not listed in sections 3.7 through 3.9.10 above, including, for example, airframe/aircraft assembly. Commercial tenants providing specialty services shall:

- a. Provide satisfactory evidence of technical competency, including all necessary certificates, licenses or permits for staff to provide the proposed services;
- b. Provide the necessary space, facilities, and equipment to carry out the proposed services, based on the requirements for similar services as prescribed in these *Minimum Standards*. The facility requirements can be met either through a lease/sublease or agreement with an FBO;
- c. Because of the anticipated limited nature of these services, the City Council shall review each application for specialty services individually and establish specific requirements based on the applicant's proposal. This may include, but not be limited to, specific insurance and

environmental protection requirements or operating procedures necessitated by the nature of the proposed service or required by state or federal law or regulations; and

- d. The review of applications for specialty commercial aeronautical services shall be conducted in accordance with sections 3.2 through 3.6 of these *Minimum Standards*.

Section 4: Severability

Should any section, subsection, paragraph, sentence, clause, or phrase of the *Minimum Standards* be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this document.

Section 5: References

1. National Fire Protection Association, Inc., NFA Manual 407, *Aircraft Fuel Servicing*
2. Renton Municipal *Airport Leasing Policies*, adopted February 25, 2008
3. FAA Advisory Circular No 150/5190-5/1

Appendix A – Minimum Standards for Commercial Aeronautical Service Providers

Minimum Standards for Commercial Aeronautical Service Providers

	FBO	SFBO									Specialty Services
		Flight Instruction	Aircraft Maintenance and Repair	Air Taxi/Charter	Aircraft Rental	Avionics Maintenance and Sales	Aircraft Storage and Hangar Services	Aircraft Sales	Restoration Services	Specialized Flying Services	
SERVICES:	Avgas and/or Jet fuel Tie downs Pilot supplies Oxygen servicing Ramp and line services At least 2 other services	Ground school and flight instruction for private pilot or other FAA ratings Pilot supplies	Airframe, power plant and accessory repair	On-demand air transportation services	Aircraft check out and rental	Avionics maintenance and sales services	Bulk Aircraft storage	GA Aircraft sales and brokerage services	Propeller service, refurbishment (paint /interiors), modifications	Specialized commercial flying services, including non-stop sightseeing tours, aerial photography and surveying, aerial advertising etc.	Airport Commercial aeronautical services not listed otherwise, e.g. airframe/Aircraft assembly
PERSONNEL:	1 employee capable of fueling aircraft	1 CFI with appropriate aircraft type ratings	1 FAA-certified technician	1 FAA-certified person currently qualified	1 qualified employee	Technician with all applicable FAA repair station certificates	1 qualified employee	1 qualified employee with current commercial pilot certificate and appropriate aircraft type ratings	1 FAA-certified person currently qualified	1 qualified employee with current commercial pilot certificate and appropriate aircraft type ratings	1 qualified employee with all necessary certificates, licenses or permits
FACILITIES:	1000 sq. ft. office with pilot lounge and flight planning, weather briefing area · Public rest-rooms · Public	Lease/sublease or use agreement with FBO/SBO for: 500 sq. ft. office with class room, public restrooms, public phones 1 tie-down or hangar for each	Lease/sublease or use agreement with FBO/SBO for: · 200 sq. ft. office · 2000 sq. ft. clear span heated and ventilated hangar	Lease/sublease or use agreement with FBO/SBO for: · 300 sq. ft. office with customer lounge · 1 tie-down or hangar for each Aircraft	Lease/sublease or use agreement with FBO/SBO for: · 300 sq. ft. office with pilot lounge · 1 tie-down or hangar for all rental Aircraft · Car parking	Lease/sublease or use agreement with FBO/SBO for: · 200 sq. ft. office · 2000 sq. ft. clear span heated and ventilated hangar	· (T-) Hangars providing sufficient space to comply with FAA minimum standards for the type of Aircraft to be stored and/or tie-downs	Lease/sublease or use agreement with FBO/SBO for: · 300 sq. ft. office · 3 tie-downs or hangars · Car parking	Lease/sublease or use agreement with FBO/SBO for: · 200 sq. ft. office · 2000 sq. ft. clear span heated and ventilated hangar	Lease/sublease or use agreement with FBO/SBO for: · 1 tie-down or hangar for each Aircraft used for service · For aerial advertising:	Aircraft lease/sublease or use agreement with FBO/SBO for space required to provide services based on requirements for similar

	FBO	SFBO									Specialty Services
		Flight Instruction	Aircraft Maintenance and Repair	Air Taxi/Charter	Aircraft Rental	Avionics Maintenance and Sales	Aircraft Storage and Hangar Services	Aircraft Sales	Restoration Services	Specialized Flying Services	
	<ul style="list-style-type: none"> phones · 2000 sq. ft. clear span heated and ventilated hangar · Paved apron to accommodate aircraft movement from the FBO's hangar to taxiway · 5 tie-downs · Car parking 	aircraft used in flight instruction Car parking	<ul style="list-style-type: none"> · Paved apron to accommodate aircraft movement from the Operator's hangar to taxiway · 3 tie-downs · Car parking 	used for service · Car parking		<ul style="list-style-type: none"> · Paved apron to accommodate aircraft movement from the Operator's hangar to taxiway · 3 tie-downs · Car parking 	<ul style="list-style-type: none"> · Paved apron to accommodate aircraft movement from the Operator's hangar to taxiway · 1 Restroom for each 15 hangars or tie-downs · Car parking 		<ul style="list-style-type: none"> · 3 tie-downs · Car parking 	Adequate facilities for preparation, repair and storage of aerial banners · Car parking	services.
EQUIPMENT:	<ul style="list-style-type: none"> · Fuel tank(s) with minimum 10,000 gallon capacity · Fuel truck(s) · Tow tractor capable of 10,000 lb aft · Towing equipment capable of moving float planes 	1 Aircraft	<ul style="list-style-type: none"> · Tow tractor capable of 10,000 lb aircraft · Towing equipment capable of moving float planes 	1 Aircraft	1 Aircraft				1 Aircraft	If aircraft required, 1 aircraft	

	FBO	SFBO									Specialty Services
		Flight Instruction	Aircraft Maintenance and Repair	Air Taxi/Charter	Aircraft Rental	Avionics Maintenance and Sales	Aircraft Storage and Hangar Services	Aircraft Sales	Restoration Services	Specialized Flying Services	
HOURS:	Office open for 8 hours 7 days per week. On-call fueling services with 2-hour response time for the remaining 16 hours of the day.	Message service	Message service	During appropriate business hours 5 days a week, 40 hours week, message service during off-hours.	During appropriate business hours 5 days a week, 40 hours week, message service during off-hours.	During appropriate business hours 5 days a week, 40 hours week, message service during off-hours.	Message service	Message service	During appropriate business hours 5 days a week, 40 hours week, message service during off-hours.	During appropriate business hours 5 days a week, 40 hours week, message service during off-hours.	Depending on service.

General Notes:

1. All personnel must hold appropriate FAA licenses for the functions they perform.
2. All operators are considered commercial businesses and must meet all FAA, State and County requirements for the services they provide and comply with the Airport's Rules and Regulations.
3. Fueling equipment and personnel must meet Renton Airport fueling requirements.
4. All FBO's must provide access to phone and restrooms. SFBOs must provide access to restrooms as indicated. All FBOs and SFBOs must provide car parking and landside access to their facilities and/or services.
5. Flying Club requirements are provided in the Renton Airport Rules and Regulations.
6. Where a Minimum Standard is not listed, the City Council will review a prospective business plan and approve/disapprove lease.
7. All service providers must have a phone/message system.
8. Maintenance on Aircraft beyond the scope of Preventive Maintenance (FAR Part 43 Appendix A.) must be conducted in a hangar designed for the purpose.
9. Maintenance on Aircraft used by Aircraft Rental and Flight Instruction SFBOs may be contracted with an S/FBO in lieu of in-house maintenance.
10. Self maintenance of commercial aviation operators must comply with the same requirements as Aircraft maintenance providers carrying out the same work.
11. Every commercial activity shall possess a valid state Tax ID Number, collect appropriate sales tax, file tax reports and make all appropriate tax payments required by law.

Appendix B – Insurance Coverage Requirements for Commercial Aeronautical Service Providers

Insurance Coverage Requirements for Commercial Aeronautical Service Providers

Coverage For	Aircraft	Premises	Automobile	Workers Compensation or Equivalent	Hangarkeepers or Equivalent	Remarks
Activity Type:						
Air Charter						
Passenger capacity 1 - 4	\$ 2,000,000	\$ 1,000,000	\$ 500,000	Statutory		
Passenger capacity 5 - 9	\$ 5,000,000	\$ 1,000,000	\$ 500,000	Statutory		
Passenger capacity 10+	\$ 15,000,000	\$ 1,000,000	\$ 500,000	Statutory		
Air Cargo	\$ 5,000,000	\$ 1,000,000	\$ 500,000	Statutory		
Aircraft Operations	\$1,000,000/\$100,000					
Flight Instruction	\$1,000,000/\$100,000	\$ 1,000,000	\$ 500,000	Statutory		
Rental	\$1,000,000/\$100,000	\$ 1,000,000	\$ 500,000	Statutory		
Independent Flight Instructor	\$1,000,000/\$100,000					
Specialized Flying Services (1)	\$1,000,000/\$100,000	\$ 1,000,000	\$ 500,000	Statutory		
AOA Tenants						
FBO	\$ 1,000,000	\$ 5,000,000	\$ 500,000	Statutory	\$ 1,000,000	Products / EPL
Aircraft Repair & Maintenance,	Not applicable	\$ 1,000,000	\$ 500,000	Statutory	\$ 500,000	Products
Aircraft Hangar & Tie-Down Leases	Not applicable	\$ 1,000,000	\$ 500,000	Statutory		
Aircraft Sales	\$2,000,000/\$100,000	\$ 1,000,000	\$ 500,000	Statutory		Products
Restoration Services	Not applicable	\$ 1,000,000	\$ 500,000	Statutory	\$ 500,000	Products
Specialty Commercial Services	TDB	TBD	\$ 500,000	Statutory	TBD	Products, if necessary
Non-AOA Tenants						
Concessions	Not applicable	\$ 1,000,000	Not applicable	Statutory		
Restaurants / Liquor	Not applicable	\$ 2,000,000	Not applicable	Statutory		Products / Liquor Liability
Ground Transportation:						PUC - Motor Vehicle
6 seats or less	Not applicable	\$ 1,000,000	Not applicable	Statutory		
7 - 14 seats	Not applicable	\$ 5,000,000	Not applicable	Statutory		
15 seats or greater	Not applicable	\$ 10,000,000	Not applicable	Statutory		
Parking / Valet	Not applicable	\$ 1,000,000	Not applicable	Statutory		Garagekeepers Liability

Coverage For	Aircraft	Premises	Automobile	Workers Compensation or Equivalent	Hangarkeepers or Equivalent	Remarks
Activity Type:						
Others	Not applicable	\$ 1,000,000	Not applicable	Statutory		
Airport Vendors						
Security Services	Not applicable	\$ 5,000,000	Not applicable	Statutory		Personal Injury Liability
Janitorial Services	Not applicable	\$ 1,000,000	Not applicable	Statutory		
Maintenance Providers	Not applicable	\$ 1,000,000	\$ 500,000	Statutory		
Contractors	Not applicable	\$ 5,000,000	\$ 500,000	Statutory		Contractors Protective
Architects / Engineers	Not applicable	\$ 1,000,000	\$ 500,000	Statutory		Professional Liability
Others						

(1) Defined as sightseeing tours, aerial photography, aerial survey, crop dusting and aerial advertising etc.