

COMPILED AIRPORT BOARD REGULATIONS

Resolution #: A11-078

Agenda Item: #3

Date: June 7, 2011

AIRPORT BOARD REGULATIONS

PREFACE

This set of regulations constitutes a compilation of the regulations of the Des Moines International Airport Board from its inception. The source material used in the preparation of the Regulations is “The Airport Board Regulations of the Des Moines International Airport, 1994” as well as all regulations subsequently approved by the Board. The source of each section is included in the history note appearing in parentheses at the end of each section. This compilation is not the official board regulations: the official regulations are those regulations individually passed by the board.

CHAPTER AND SECTION NUMBERING SYSTEM

The chapter and section numbering system used in this Code is the same system used in many state and local government codes. Each section number is made up of two parts separated by a dash. The figure before the dash refers to the chapter number, and the figure after the dash refers to the position of the section within the chapter. Thus, the second section of chapter 1 is numbered 1-2, and the first section of chapter 6 is numbered 6-1. Under this system, each section is identified with its chapter, and at the same time, new sections can be inserted in their proper place by using the decimal system for amendments.

INDEX

The index has been prepared by the Airport Board Clerk for the convenience of reference and is not a part of the regulations.

SUPPLEMENTS

The Airport Board Clerk is the custodian of the official set of regulations and is charged with keeping them current. As amendments are adopted by the Airport Board, the Clerk shall update this set of Regulations to incorporate the changes. Subsequent amendatory legislation will be properly edited, and the affected sections revised.

This compilation is current as of July 1, 2011



Lorna L. Davros, Airport Board Clerk

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AIRPORT BOARD REGULATIONS

CHAPTER 1.

GENERAL PROVISIONS

1-1. CITING REGULATIONS.

The regulations embraced in this and the following chapters and sections shall constitute and be designated as "The Airport Board Regulations of the Des Moines International Airport, 1994" and may be so cited.

(94-01)

1-2. DEFINITIONS AND RULES.

(a) *Consolidated fuel storage facility* is defined as two or more fuel storage tanks with an aggregate storage capacity of greater than 200,000 gallons and confined to an area that is exclusively used for receiving, storing, filtering, distributing, dispensing fuel and defueling systems for aircraft.

(b) *Non-commercial aviation operator* is a person engaging in a non-aviation, non-aeronautical, or non-air transportation related business. A non-commercial aviation operator is strictly prohibited from engaging in the business of providing for compensation any aviation, aeronautical, or air transportation related activity including but not limited to the following:

- (1) Flight line services, which may include dispensing aviation fuels and oils, aircraft tie-down and parking, and minor aircraft repairs not requiring a certified mechanic;
- (2) Sale of new or used aircraft, including servicing and repair during warranty periods;
- (3) Rental or leasing of aircraft to members of the public;
- (4) Flight training and related instructions;
- (5) Air taxi or commuter airline operations certificated under Federal Aviation Regulation Part 135;
- (6) Airframe or power plant repair service;

(7) Avionics, instrument, or propeller repair services;

(8) *Specialized commercial aeronautical activities*, including but not limited to agricultural application, banner towing and aerial advertising, aerial photography and survey, and non-stop sightseeing flights that begin and end at the airport.

(c) *Person* means any individual, firm, partnership, co-partnership, limited partnership, corporation, trust, association, company (including any assignee, receiver, trustee, or similar representative thereof), any group, United States of America, any state or political subdivision thereof, or any foreign government of the United Nations.

(d) *Airport retention basin (pond)* means that body of water lying west of Fleur Drive and east of the airport service road bordered by Cowles Drive on the north and south.

(e) *Airport retention basin (pond) walkway* means that bricked path lying west of Fleur Drive and east of the airport service road and bordered by Cowles Drive on the north and south.

(f) *Airport plaza area* means the grass and paved area lying west of the airport service road and east of Cowles Drive bordered by the two airport parking ramps on the north and south.

(g) *Ground equipment* means equipment used for the operation of aircraft at the Airport. Such equipment includes but is not limited to aircraft starter units, baggage tugs and carts, aircraft baggage conveyors, all service vehicles, terminal baggage conveyors, cargo and freight loading/unloading equipment and passenger loading bridges.

(h) *Ground equipment maintenance operator* means any person engaged in the ground equipment maintenance operation at any location on the airport, which shall be in the business of providing for compensation, any of the following services:

- (1) Ground equipment repair.
- (2) Ground equipment cleaning.
- (3) Ground equipment rebuilding.
- (4) Other ground equipment services as approved by the aviation director.

(04-44) (03-43) (98-17) (94-04) (94-01)

1-3. GENERAL PENALTY.

Whenever in these regulations an act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in these regulations the doing of any act is required or the failure to do any act is declared to be unlawful, if no specific penalty is provided therefore, the violation of any such provision shall be as set out in Section 1-15 of the Municipal Code of the City of Des Moines.

(03-43) (94-01)

CHAPTER 2.

RENTAL CHARGES AND AIRPORT USE FEES

2-1. LAND AND BUILDINGS.

(a) Unless otherwise specified by separate lease agreement, charges for the use of terminal building and associated area space shall be based upon square footage per annum at a rate of \$40.46, except as noted below:

(1)	Concourse Garage/Storage	\$21.00
(2)	Concourse Office	\$30.00
(3)	Concourse Hallways and Restrooms	\$21.00
(4)	Concourse Maintenance Garage	\$17.00

(b) Unless otherwise specified by separate lease agreement, charges for the use of conference rooms shall be as follows:

<u>Room</u>	<u>Hourly Rate</u>	<u>Daily Rate</u>
Cloud Room	\$100.00	\$400.00
Conference Room 3	\$ 50.00	\$200.00
All other Conference Rooms	\$ 25.00	\$100.00

A minimum rental of one hour is required.

The rental rates include standard set-up of tables and chairs.

Additional charges are as follows:

Conference calling equipment	\$10.00 / use
Room set-up fee	\$45.00 / staff hour

The aviation director may also assess a damage/cleanup fee. The aviation director may waive rental rates for functions sponsored by airport terminal tenants or the city depending on the purpose of usage. Alcohol is prohibited in the Cloud Room and conference rooms, except for the following permitted events:

- (1) Aviation tenant sponsored events.
- (2) Events sponsored by a governmental entity or business organization when the event is for the promotion of the airport and its tenants or other aviation related purpose as determined by the aviation director.

(c) Unless otherwise specified by separate lease agreement, charges for the use of terminal building and associated area space shall be, based upon square footage per annum, as follows:

(1)	Second/third floor office	\$15.00
(2)	Basement office	\$12.50
(3)	Basement storage	\$ 6.25
(4)	Basement tech room	\$12.50

(d) Unless otherwise specified by separate lease agreement, charges for use of air cargo building space shall be \$10.00 per square foot per annum.

(e) The aviation director shall assign and allocate terminal building space and cargo building space as he or she determines necessary. The aviation director shall establish policies and operating procedures not established by ordinance, regulation or airport use agreement.

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2-2. LANDING FEES, INSURANCE AND FEDERAL REQUIREMENTS.

(a) All commercial aircraft operators using the airport shall pay landing fees as prescribed herein, except for those operators which may be exempted from paying such fees in accordance with the provisions of an active operating agreement.

(b) In the absence of another agreement, the non-signatory landing fee shall be \$3.63 per 1,000 pounds of Maximum Certified Gross Landing Weight (MCGLW) -- (the equivalent of 1.4 times the rate established by the signatory airline agreement per 1,000 pounds of MCGLW for each landing) or \$21.78 for each landing, whichever is greater.

(c) All commercial aircraft operators shall, prior to commencement of operations, provide the aviation director with certificates of insurance or certified copies of insurance policies indicating the following coverages will be in effect during operations:

(1) The commercial aircraft operator shall purchase and maintain insurance to protect the commercial aircraft operator and the city throughout the duration of the commercial aircraft operator's operations. Said insurance shall be provided by insurance companies, "admitted" and "nonadmitted" to do business in the State of Iowa, that have no less than an A.M. Best Rating of "B", or have a recognized reputation satisfactory to city. All policies shall be written on a per occurrence basis, not a claims-made basis, and in form and amounts and with companies satisfactory to city.

(2) Commercial General Liability Insurance for non-aviation operations otherwise not covered by its Aircraft Liability policy, city requires that commercial aircraft operator shall provide Commercial General Liability coverage written on a per occurrence basis with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and (f) deletion of Explosive, Collapse and Underground (XCU), where applicable. Coverage shall be no less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy (ISO CG 0001. with standard exclusions or a non-ISO equivalent form). Any additional exclusions shall be submitted with the Certificate of Insurance and shall be subject to the review and approval of city. The policy shall be endorsed to provide an Aggregate Per Location Endorsement.

(3) Automobile liability policy with limits of liability of not less than \$1,000,000 per occurrence combined single limit including Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles. If commercial aircraft operator does not own any vehicles, coverage is required on non-owned and hired vehicles.

(4) Worker's Compensation Insurance, including *Employer's Liability Coverage*, in accordance with all applicable statutes of the State of Iowa. The coverage limits shall include \$500,000 each accident for Bodily Injury by Accident, \$500,000 each accident for Bodily Injury by Disease, and \$500,000 policy limit for Bodily Injury by Disease. This requirement is waived if, under the law as stated in Chapter 85 of the Code of Iowa, the commercial aircraft operator is not required to carry such coverage.

(5) Aircraft Liability Insurance: Commercial aircraft operator shall procure and maintain Aircraft Liability Insurance, or its airline industry equivalent, in a policy form customarily carried at the time by United States based regional and major airlines, whichever applies, with limits not less than those indicated in the following schedule:

a) Aircraft Only Carrying Passengers:

<u>Certified Seating Capacity</u>	<u>Limits of Liability</u>
300 Plus	\$250,000,000
100 to 299	150,000,000
40 to 99	50,000,000

20 to 39	20,000,000
10 to 19	10,000,000
9 or Less	5,000,000

b) Aircraft Only Carrying Property, Cargo and/or Mail:

<u>Gross Landing Weight</u>	<u>Limits of Liability</u>
500,000 lbs. Plus	\$100,000,000
200,000 to 499,000	50,000,000
100,000 to 199,000	30,000,000
40,000 to 99,000	15,000,000
20,000 to 39,000	10,000,000
10,000 to 19,000	5,000,000
9,999 or Less	1,000,000

c) Aircraft Carrying a Combination of Passengers and Property, Cargo and/or Mail:

Limits of liability shall be the same as for aircraft only carrying passengers.

d) Turbo-Prop and Reciprocating Prop Aircraft Used For Training and Rental:

Limits of liability shall not be less than \$1,000,000 per occurrence and in the aggregate with sub-limits of not less than \$100,000 per seat.

A list of all exclusions not considered "standard and customary" to the form of policy customarily carried at the time by United States based regional and major airlines, whichever applies, shall be submitted with the certificate.

(6) Umbrella/Excess Insurance: The General Liability (Non-aviation operations) and Automobile Liability Insurance requirements above may be satisfied with a combination of primary and Umbrella/Excess Insurance. The Umbrella/Excess Insurance shall also be written on a per occurrence basis. If the Umbrella/Excess Insurance policy does not follow the same form as the primary policies, it shall include the same endorsements as required of the primary policy(ies).

(7) Property Insurance: Commercial aircraft operator shall procure and

maintain Property Insurance in a form at least as broad as the standard Insurance Services Office special cause of loss form covering all structural or other improvements installed by commercial aircraft operator in the premises, and all fixtures, furnishings, equipment and decoration kept, furnished or installed by Airline. City shall be responsible for providing property insurance on the structural shell of the Leased Premises.

(8) Subcontractors: Commercial aircraft operator shall require that any of its agents and subcontractors who perform work and/or services for commercial aircraft operator pursuant to the provisions of this Agreement meet the same insurance requirements as are required of commercial aircraft operator. The indemnification and insurance provided by commercial aircraft operator, when required by the airport, shall also extend to and apply to those whom the commercial aircraft operator permits to enter the secured side of the airport for the purpose of providing services to the commercial aircraft operator.

(9) Additional Insured And Governmental Immunity: Except for Workers Compensation, the insurance policies providing the coverages specified in Paragraphs (2), (3), (5) and (6) above shall include the city's Additional Insured and Governmental Immunities Endorsements. Copies of the endorsements shall be provided as part of any agreement between the commercial aircraft operator and the city. The city shall have no liability for any premiums charged for such coverage, and the inclusion of the city as an Additional Insured is not intended to, and shall not make, the city a partner or joint venturer with commercial aircraft operator in its operations at the airport.

(10) Cancellation Or Material Change Notice: The insurance policies providing the coverages specified in (2) through (6) above shall include city's Cancellation and Material Change Endorsement. A copy of this endorsement shall be provided as part of any agreement between the commercial aircraft operator and the city.

(11) Proof of Insurance: The commercial aircraft operator shall provide to the City a Certificate(s) of Insurance evidencing all required insurance coverage as provided in 1 through 7 and 9 and 10 above utilizing a Certificate of Insurance form acceptable to city. The Certificate(s) of Insurance shall specify under "Description of Operations/ Locations/Vehicle/ Special Items": (a) the title of the Agreement, and (b) the following statement, "*As required by contract or agreement, the City of Des Moines Additional Insured, Governmental Immunities, and Cancellation and Material Change endorsements have been applied to the above insurance policies as per the attached.*" These endorsements shall be attached to the Certificate(s) of Insurance so as to evidence their inclusion in the coverages required.

(12) Changes in Coverage Limits: If the aviation director, in consultation with the City's Risk Management Office, determines that the limits of coverage are insufficient, the city shall provide commercial aircraft operator with sixty (60) days written notice of any required changes. Commercial aircraft operator shall submit to the aviation director new Certificate(s) of Insurance indicating that the required changes have been effected. Said certificates shall be submitted to the aviation director prior to the expiration of the sixty (60) day notification period.

(e) All commercial aircraft operators shall be required to indemnify, defend, pay on behalf of and hold harmless the city to the fullest extent permitted by law and shall include the following indemnification provision in agreements executed between commercial aircraft operator and City:

(1) For purposes of this provision, city shall mean the City of Des Moines, Iowa, its elected and appointed officials, employees, volunteers and others working on behalf of the City of Des Moines, Iowa.

(2) To the fullest extent permitted by law, commercial aircraft operator agrees to defend, pay on behalf of, indemnify, and hold harmless the city against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith, including but not limited to, attorneys' fees and court costs, that may be asserted or claimed against, recovered from or suffered by the city by reason of any injury or loss, including, but not limited to, personal injury, including bodily injury or death, property damage, including loss of use thereof, and economic damages arising out of or in any way connected or associated with commercial aircraft operator's use or occupancy of city property.

(3) Commercial aircraft operator's obligation to indemnify the City is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefit acts.

(4) The City shall not be liable or in any way responsible for any injury, damages, liability, claim, loss or expense incurred by Commercial aircraft operator, its officers, employees, subcontractors, and others affiliated with commercial aircraft operator, arising out of or in any way connected or associated with commercial aircraft operator's use or occupancy of City property, except for and to the extent caused by the negligence of City.

(5) Commercial aircraft operator expressly assumes full responsibility for any and all damages to City property arising out of or in any way connected or associated with commercial aircraft operator's use or occupancy of City property including, but not limited to, the activities of commercial aircraft operator its officers, employees, subcontractors, and other affiliated with commercial aircraft operator.

(6) Commercial aircraft operator shall ensure that its activities on city property will be performed and supervised by adequately trained and qualified personnel and commercial aircraft operator will observe, and cause its officers, employees, subcontractors and others affiliated with commercial aircraft operator to observe all applicable safety rules.

(f) The city, its agents or employees, shall not in any event be liable for any acts or omissions of the commercial aircraft operator, or its agents, servants, invitees, employees, or independent contractors, or for any condition resulting from the operations or activities of the commercial aircraft operator on the airport, and shall be required to include the city's Non-Liability Provision in any agreement between the city and the commercial aircraft operator.

(g) All aircraft operators shall comply with all the requirements, regulations and directives of the Federal Aviation Administration and any and all other applicable laws, rules, regulations and directives of federal, state and local governments and agencies. All aircraft operator agreements shall include all provisions as required by the Federal Aviation Administration.

(h) An aircraft operator not having a lease with the city shall not sublease or assign any city-owned facilities.

(i) By the use of the airport facilities, all aircraft operators shall be deemed to have agreed to fully indemnify, defend, pay on behalf of and hold harmless the city from and

(j) against all claims and actions based upon or arising out of damages, injury or death of persons or property caused by or arising out of the operations of the aircraft operator at or about the airport.

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2-3. PASSENGER FACILITY CHARGE.

Air carriers operating at the airport are directed and required to collect and remit a four dollar and fifty cent (\$4.50) passenger facility charge as authorized by the Federal Aviation Administration, less applicable collection allowance, as lawfully imposed and authorized by the Federal Aviation Administration on all eligible passengers in accordance with Federal Requirements, for use in financing projects at the airport authorized by the Federal Aviation Administration.

(03-40) (02-35) (01-25) (98-15) (96-10) (95-07) (94-02)

2-4. FUEL FLOWAGE FEES.

(a) Except as noted below, all commercial operators shall collect and remit to the airport, a fuel flowage fee in the amount of \$0.12 per gallon on all aviation fuel sold or delivered to an aircraft operator. For the purpose of this section, the term "aviation fuel" means aviation gasoline, turbine fuel, alcohol, or other combustible substances used to propel aircraft.

(b) Exemptions from the fuel flowage fee required herein are as follows:

(1) Fuel for military aircraft dispensed from facilities owned or leased by the federal or state government;

(2) Fuel for aircraft owned or operated by aircraft operators having a signatory airline agreement, airfield use agreement, or other similar operating agreement with the city which requires the payment of prescribed landing fees; and

(3) Fuel for aircraft owned or operated by aircraft operators having an airfield use agreement which requires the payment of prescribed landing fees.

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2-5. AIRPORT USE FEES.

Unless otherwise specified by a separate lease or other agreement, the city shall charge and receive airport use fees for services and facilities used by commercial aircraft operators as follows:

(a) An apron use fee:

(1) Each aircraft parked on the passenger terminal apron shall be at a rate of \$0.41 per 1,000 pounds of gross certificated landed weight per day;

(2) Each aircraft parked on the cargo apron area shall be at a rate of \$1.42 per 1,000 pounds of gross certificated landed weight per day;

(b) A parking fee for each aircraft parking outside of leased areas for each 24-hour period or fraction thereof, after the first eight hours at the following rates:

		Terminal& Cargo	Other
(1)	Aircraft Size	<u>Apron</u>	<u>Areas</u>

Aircraft over 160,000 lbs MCGLW	\$ 110.00	\$ 75.00
Aircraft between 70,000 and 160,000 lbs MCGLW	\$ 100.00	\$ 65.00
Aircraft under 70,000 lbs MCGLW	\$ 90.00	\$ 55.00

(c) The holding room fee for each use of a holding room to process passengers is \$85.00 per use.

(d) A security fee for the use of the terminal building to process enplaned passengers at the rate of \$2.49 per enplaned passenger.

(e) A baggage handling equipment use fee for each use of the inbound or outbound baggage handling equipment at the following rates:

(1) for an aircraft of greater than 100,000 pounds maximum certificated gross landing weight: \$50.00 per occurrence;

(2) for an aircraft of 100,000 pounds or less maximum certificated gross landing weight: \$25.00 per occurrence;

(f) A ticket counter use fee for each usage of a passenger ticket counter at the rate of \$100.00 per occurrence.

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2-6. AIRPORT PARKING FEES.

(a) Unless otherwise specified by a separate lease or other agreement, the city shall charge and receive parking fees for vehicles parking at the airport as follows:

Short Term Parking: \$1.00 per half-hour or fraction thereof to a maximum of \$24.00 for each 24-hour period.

Long Term Parking: \$2.00 per hour or fraction thereof to a maximum of \$12.00 for each 24-hour period.

Economy Parking One:
(West of Fleur Drive) \$2.00 per hour or fraction thereof to a maximum of \$6.00 for each 24-hour period.

Airport Two, Economy Parking: (East of Fleur Drive)	\$2.00 per hour or fraction thereof to a maximum of \$5.00 for each 24-hour period.
Overflow Parking: (Areas as designated by Aviation Director)	\$20.00 charge at point of entry per vehicle with free flow exit.
Use of Promotions	Promotions may be used as determined by the Aviation Director to temporarily adjust parking rates in any parking lot as appropriate.
Employee Parking:	Tenant employees with offices or places of business on the airport, who do not have leased vehicle parking areas, shall be permitted to park within a vehicle parking lot assigned by the aviation director for a fee of \$20.00 per month.
Semi-Truck Trailer Parking:	Airport tenant-owned or operated semi-truck trailers shall be permitted to park within a parking area assigned by the aviation director for a fee of \$25.00 per month per vehicle.
Aircraft Crew Parking:	Aircraft crew of air transportation companies shall be permitted to park within a vehicle parking lot assigned by the aviation director for a fee of \$25.00 per month.
Oversized Vehicle Parking:	All oversized vehicles, defined as a vehicle unable to park within the limits of one (1) parking space, are required to park in the lot designated as Airport Two Economy Parking (East of Fleur Drive), and pay the corresponding daily rate, unless authorized to park in another lot by the aviation director. Parking approved in lots other than Airport Two Economy Parking will be charged the daily rate for each parking space utilized.
Lost Ticket Fee:	For the “Short-Term”, “Long-Term”, and “Economy Parking One” parking areas, the lost ticket fee will be calculated using the number of days of which the patron’s vehicle was included in the nightly license plate inventory. The maximum daily rate shall apply to both the date of entry and the date of exit as well. For those patrons not on the overnight inventory, the charge shall be for one day at that facility’s maximum daily rate. Automated lost ticket fee for the “Economy Parking One” and “Airport Two Economy Parking” parking areas shall be a flat fee of \$25.00.

Unpaid Invoice Fee: A \$25.00 fee added to total parking charge if payment in full was not collected when customer exited the parking facility, added if payment is not received within five (5) business days.

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2-7. AIRPORT SECURITY AND ACCESS CONTROL FEES.

(a) The aviation director shall be authorized to collect the following non-refundable fees from all persons authorized to receive any of the following:

- (1) Original, renewal or replacement issue or reissue of an airport identification card with access to areas controlled for security reasons, as required by the Transportation Security Administration: \$25.00
- (2) Finger printing services:
 - a) If provided to an individual desiring an airport ID \$20.00
 - b) If provided otherwise \$35.00
- (3) Criminal background checking services:
 - a) If provided to an individual desiring an airport ID \$33.00
 - b) If provided otherwise \$50.00
- (4) Original or renewal issue of airport identification card without access to areas controlled for security reasons: no charge
- (5) Replacement of airport identification card without access to areas controlled for security reasons: \$25.00
- (6) Security threat assessment fee \$11.00
- (7) Vehicle access permit to those areas identified in Section 22-86 of the Municipal Code of the City of Des Moines along with proof of insurance coverage in compliance with subsection (e) below: \$10.00
- (8) Airport identification card deposit for airport identification cards issued with access to areas controlled for security reasons (per card). This deposit will be refunded when the need for the airport identification card is no longer required and the airport identification card has been returned to the airport. If an identification card is not returned to the

Aviation Department within thirty (30) days after the need for such identification badge is no longer required, or no longer permitted by the Aviation Director or his or her designee, the deposit on the identification card will be considered forfeited and shall not be refunded. If the airport identification card is lost or stolen the deposit will not be refunded and another deposit shall be required for a replacement issue of an airport identification card. In the case of a second or subsequent deposit to replace a lost airport identification card, the second or subsequent deposit will be refunded if the lost or stolen identification card is returned to the airport within thirty (30) days after the airport identification card is replaced:

\$100.00

(9) Replacement of lost or stolen airport employee parking cards:

\$ 15.00

(10) Replacement of a lost or stolen key: *

\$ 20.00

* In addition to above stated fee, the individual will be responsible for payment of locksmith services incurred by the airport as a course of the individual losing a key.

(b) Employees of governmental agencies employed on the airport in an official capacity are exempt from all airport security and access control fees set forth in section (a) above except they shall not be exempt from those fees set forth in subsections (2)(b) and (3)(b). Employees of airlines who have entered into a Scheduled Airline Operating Agreement with the city shall be exempt from the airport identification card deposit as set forth in subsection (7) above except that should an employee of an airline require a replacement airport identification card for a lost or stolen airport identification card then the airline shall be responsible for paying the deposit to the city as a penalty which shall not be refunded unless the lost or stolen identification card is returned to the airport within thirty (30) days after the replacement airport identification card is issued. Any person who has a lease agreement with the city to lease space at the airport shall be exempt from the vehicle access permit fee. No charge will be assessed to obtain a replacement airport identification card when an existing airport identification card is presented to the Aviation Department which is broken or worn through ordinary use and wear.

(c) The aviation director shall charge an airport escort access fee for individuals who have requested access to the air operation area or other restricted areas of the airport for commercial use. Airport escorted access may be provided to the individual if the aviation director determines that the access will not interfere with the operations of the airport or

its tenants and users. The fee charged shall be \$75.00 per hour, with a minimum two hour charge.

(d) The aviation director shall be authorized to collect access control technology service fee of \$50.00 per access control unit per month from any person who requests any access control technology services provided by the airport not required by the United States Department of Transportation or the Airport Security Program at the time of installation.

(e) Permittee shall indemnify, defend, pay on behalf of, and hold harmless the City to the fullest extent permitted by law in accordance with the indemnification provision required in Section 2-2(f) above.

(f) An individual who has been granted a vehicle permit ("permittee") shall purchase and maintain insurance to protect the permittee and the City of Des Moines, Iowa throughout the duration of the vehicle access permit, unless such requirements are otherwise met, as determined by the city, through insurance provided pursuant to a contract with the city. Said insurance shall be provided by an insurance company(ies), "admitted" and "nonadmitted" to do business in the State of Iowa, having no less than an A.M. Best Rating of "B+". All policies shall be written on a per occurrence basis, not a claims-made basis, and in form and amounts and with companies satisfactory to the City of Des Moines. Certificates of Insurance confirming adequate insurance coverage shall be submitted to the city prior to the permittee being issued a vehicle access permit.

(1) Automobile Liability Insurance: Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence combined single limit including Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles. If the permittee does not own any vehicles, coverage is required on non-owned and hired vehicles.

(2) Umbrella/Excess Insurance: The Automobile Liability Insurance requirement above may be satisfied with a combination of primary and Umbrella/Excess Insurance. The Umbrella/Excess Insurance shall also be written on a per occurrence basis. If the Umbrella/Excess Insurance policy does not follow the same form as the primary policies, it shall include the same endorsements as required of the primary policy.

(3) Subcontractors: The permittee shall require that any of its agents and subcontractors who operate pursuant to the provisions of this vehicle access permit meet the same insurance requirements as are required of the permittee.

(4) Additional Insured & Governmental Immunity: The insurance policies providing the coverages specified in (1) and (2) above shall include the City of Des Moines, Iowa Additional Insured and Governmental Immunities Endorsements. Copies of these endorsements shall be provided upon application for the vehicle access permit.

(5) Cancellation & Material Change Endorsement: The insurance policies providing the coverages specified in (1) and (2) above shall include the City of Des Moines, Iowa Cancellation & Material Change Endorsement. A copy of this endorsement shall be provided upon application for the vehicle access permit.

(6) Proof of Insurance: The permittee shall provide to the City of Des Moines, Iowa a Certificate(s) of Insurance evidencing all required insurance coverage as provided in (1) and (2) / (4) and (5) above utilizing the latest version of the ACORD form. The Certificate(s) of Insurance shall specify under "Description of Operations/Locations/Vehicle/Special Items": The title "Vehicle Access Permit" and the following statement, "*As required by contract or agreement, the City of Des Moines Additional Insured, Governmental Immunities, and Cancellation and Material Change endorsements have been-applied to the above insurance policies as per attached.*" These endorsements shall be attached to the Certificate(s) of Insurance so as to evidence their inclusion in the coverages required.

(7) For Lessees of T-hangars, the above requirements are modified as follows:

a) Requirements (1) and (2) above: Depending on how the Lessee is insuring the vehicle(s) to which this permit shall apply, the Lessee may use either a personal Automobile Liability Insurance policy and a personal Umbrella policy or a Commercial Automobile Liability Insurance policy to meet these requirements.

b) Requirements (3) and (4) above: These shall not apply to T-hangar Lessees applying for this permit; however, if the Lessee is using Commercial Automobile Liability Insurance, the policy shall include Contractual Liability coverage.

c) Requirement (5) above: Rather than the city's usual Cancellation and Material Change Endorsement, the Lessee's policy(ies) must include a 30-day advance written notification if the policy is cancelled.

d) Requirement (6) above: Depending on whether or not the Lessee is using Commercial or personal Automobile Liability insurance to meet the requirements in (1) and (2) above, the Lessee may submit either Certificate of Insurance or a copy of the policy's Declaration Page as Proof of Insurance.

**(10-61) (08-55) (06-52) (04-46) (03-41) (03-40) (02-37) (02-35) (01-32) (01-26) (98-15)
(96-10) (96-09) (95-07)**

2-8. SHARED TELEPHONE SYSTEM PUBLIC PURPOSE AND AUTHORIZATION.

The airport may provide for sale, rental, or lease goods and services for a shared telephone system to airport tenants who enter into an agreement with the city to acquire such services. A shared telephone system serves an important and essential public purpose in facilitating communication among airport tenants and airport management, airport operations and maintenance personnel, law enforcement and emergency personnel for a safer and more efficient airport operation. A shared telephone system further serves an important and essential public purpose in allowing for flexibility to easily and economically accommodate the moves and tenant space reassignments which necessarily occur at the airport. A shared telephone system further serves an important and essential public purpose in providing a critical function of continued telephone communication between tenants and airport management in situations where regular outside telephone communication may be cut off to the airport.

(96-09)

2-9. RATES AND CHARGES FOR TELEPHONE SERVICES.

The aviation director is authorized to offer to tenants who wish to purchase communication services from the airport's shared systems, goods and services at the following rates:

(a) Analog Line Service

<u>Description</u>	<u>Monthly Rate</u>
Single Line Analog service no phone provided	\$25.00
Single Line Analog service with phone	\$26.00
Single Line Analog service with Phone Mail service no phone provided	\$28.50
Single Line Analog service with phone with Phone Mail service	\$29.50
Single Line Analog service With customer provided outgoing trunk service no phone provided	\$21.50
Single Line Analog service With customer provided outgoing trunk service with phone	\$22.50

Single Line Analog service with customer provided outgoing trunk service with Phone Mail service no phone provided	\$25.50
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Single Line Analog service with customer provided outgoing trunk service with phone with Phone Mail service	\$26.00
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Single Line Analog service Federal Government Long Distance Access no phone provided	\$30.00
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<u>Description</u> (cont.)	<u>Monthly Rate</u>
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Single Line Analog service For Emergency operation only No phone provided	\$12.00
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(b) Digital Service

<u>Description</u>	<u>Monthly Rate</u>
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Rolm 120	\$31.00
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Rolm 120 with Phone Mail	\$34.50
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Rolm 120 with customer provided outgoing trunk service	\$27.50
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Rolm 120 with customer provided outgoing trunk service with Phone Mail	\$31.00
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Rolm 120d with data port	\$35.00
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Rolm 120h with headset port	\$32.00
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Rolm 240e	\$35.00
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Rolm 240e
with Phone Mail \$38.50

Rolm 240e \$31.50
with customer provided outgoing trunk service

Rolm 240e \$35.00
with customer provided outgoing trunk service
with Phone Mail

Rolm 240ed \$40.00
with data port

Description (cont.) Monthly Rate

Rolm 240eh \$36.00
with headset port

Rolm 240eh \$39.50
with headset port
with Phone Mail

Rolm 240b \$33.00
without speaker phone

Rolm 240b/PHML \$36.50
without speaker phone
with Phone Mail

Rolm 400 \$40.00

Rolm 400 \$42.00
with data port

Rolm 400 \$42.00
with headset port

Nortel 2616 \$35.00
with Phone Mail

Nortel 3904 \$35.00
with Phone Mail

Workstation lease charge \$40.00

DVR cost per camera	\$25.00
DVR client software lease charge	\$100.00

(c) Miscellaneous

<u>Description</u>	<u>Monthly Rate</u>
Phone Mail service	\$ 3.50
Special Telephone Reports	\$25.00
Ringer Channel	\$10.00
White Page Listing	\$ 6.00
T1 Equipment Space	\$12.50
per wire pair	
Paging Trunk	\$25.00
OPX Extension	\$10.00
OPX Extension	\$20.00
extra programming	
FAX Line	\$25.00
Modem Line	\$25.00
T1 Equipment Charge	\$410.00
with customer provided outside trunks	
Extension of Customer T1 Via HDSL	\$125.00
Multi-Mode Fiber Per 1000 feet per strand	\$20.00
Single-Mode Fiber Per 1000 Feet Per Strand	\$40.00
Thorguard Remote	\$75.00
Cable to Wire Use Charge	\$12.00
Voice Pairs	\$6.00
Co-Location Charge per U of Rack Space (after first U)	\$50.00
Co-Location Charge for Secure Cabinet	\$200.00
Network Port Charge Copper	\$40.00
Network Port Charge Fiber	\$40.00
Wired Internet Charge	\$40.00
Internet Node Charge	\$15.00
Building Security Point	\$25.00
Wire Use Charge	
Data Ckt with 2 Legs	\$12.00
DSL	\$25.00
ISDN	\$25.00
Additional co-location suite	\$100.00
Dedicated Internet 10 Mg	\$2,000.00
Sponsored wireless Internet	\$100.00
Private Wireless LAN per area	\$100.00

(d) Long Distance Calling Rates

Intra NPA, Intra State – charge will be at a flat rate of eight (\$0.08) cents per minute.

Interstate – charge will be at a flat rate of eight (\$0.08) cents per minute.

International – charge will be at rates determined by aviation director or his designee. Specific international rate information is available upon request.

(11-62) (09-60) (05-48) (04-46) (00-23) (96-09)

2-10. PASSENGER LIFT DEVICE.

Parties with a Signatory or Airport Operating Agreement may use the airport passenger lift device without charge. All other parties shall be required to pay \$25.00 per use, unless otherwise addressed by a separate lease agreement.

(03-40) (96-10)

2-11. COMMERCIAL USE FEE.

Individuals who desire to use the Des Moines International Airport for commercial use, including but not limited to the filming of commercials, films, movies, and advertisements shall pay a fee of \$1,000.00 for the first day and \$500.00 per day of use thereafter, plus any expenses incurred by the airport in supporting the needs of the commercial use. This charge shall not apply to any reported news event.

(09-59) (08-55) (04-46) (98-15) (96-10)

2-12. DEFINITION OF NON-TENANT CAR RENTAL OPERATOR.

A non-tenant car rental operator is defined as a car rental business not having an On-Airport Automobile Concession Agreement with the city granting the privilege to access, utilize and operate on Airport facilities to access part or all of its customer base and granting the right to lease offices or other facilities on the airport from which to conduct a rental car business; and which has its offices or local place of business off-airport premises generating revenue for said business in whole or in part through access of airport premises for contact with the traveling public to supply or provide car rental services or by providing ground transportation to and from said off airport office location or place of business or to customer's destination.

(97-13)

2-13. OFF-AIRPORT AUTOMOBILE CONCESSION AGREEMENT.

A non-tenant car rental operator shall enter into an Off-Airport Automobile Concession Agreement prior to accessing the airport, utilizing the airport, or operating on the airport to access or contact the traveling public to supply or provide car rental services or ground transportation to said non-tenant car rental business or a customer's destination. The Off-Airport Automobile Concession Agreement shall be for a period of one year. Any request for renewal must be made sixty (60) days prior to expiration.

(97-13)

2-14. USE OF THE AIRPORT FOR COMMERCIAL PURPOSES.

No non-tenant car rental operator, person or entity shall conduct a non-tenant car rental business or concession on the airport by direct solicitation, by cruising airport streets or by other means; nor engage in any form of advertising for any article, thing or service for sale on the airport; nor have space on the telephone call board; nor operate or contract with another person or entity to operate motor vehicles to pick up or discharge rental car customers or for any other purpose; nor use the airport as a base or terminal for the conduct of its non-tenant car rental business without first entering into an Off-Airport Automobile Concession Agreement.

(97-13)

2-15. OPERATIONAL RIGHTS.

The operational rights granted non-tenant rental car business by such Off-Airport Automobile Concession Agreement shall be those reasonably required for the purpose of providing ground transportation service from the airport to such non-tenant car rental business facility or customer destination. Such operational rights shall include the non-exclusive use of the commercial traffic lane as provided by applicable rules, regulations or posted signage.

(97-13)

2-16. FEES FOR NON-TENANT RENTAL CAR BUSINESS.

A non-tenant car rental operator shall pay to the city for the privilege of accessing the Airport generated car rental market and use of the Airport, its facilities and any services rendered a fee of ten percent of gross receipts from business which is generated by airport operations or which involves the use of airport property, as further defined in the Off-Airport Automobile Concession Agreement. Said fee shall be paid to the city before the 25th day of each month following the

preceding month for which said revenues are generated, with a statement of gross receipts for said month, which shall be certified by the local manager of the non-tenant rental car business properly authorized by it to provide and certify this statement on its behalf. Audits shall be performed and allowed as set out in the Off-Airport Automobile Concession Agreement.

Non-tenant car rental operators shall also pay the Customer Facility Charge (CFC), as set forth in section 2-18.

(11-62) (97-13)

2-17. TERMINATION OF THE OFF-AIRPORT AUTOMOBILE CONCESSION AGREEMENT.

Whenever the Des Moines International Airport Board finds that the non-tenant car rental business, its employees or agents, has furnished any false information required hereunder or has violated or failed to comply with any of the requirements of this chapter, any other chapter of the Des Moines International Airport Board Regulations, any provision of the Municipal Code of the City of Des Moines, or the Off Airport Automobile Concession Agreement, the Airport Board may suspend or terminate the agreement.

(97-13)

2-18. CUSTOMER FACILITY CHARGE.

Customer Facility Charge (CFC) means a charge imposed on each rental vehicle transaction, which is a fixed uniform amount applied to each Contract Day to each rental car contract and shall be added to the amount collected from the customer by each rental car company having a concession agreement with the City. A Contract Day means each twenty-four (24) hour period or fraction thereof within the rental period, each of which constitutes a separate day for which the CFC shall be levied and collected.

The CFC is \$2.75 per Contract Day and shall be committed to finance, in whole or in part, the cost, including the cost of financing, of projects at the Airport to improve the convenience, security, and efficiency of rental car operations for the traveling public. Each rental car company shall charge, collect, account for, and remit the CFCs required to be collected and the remittance shall be made regardless of whether the CFCs are actually collected. A rental car company is not entitled to any right of offset and shall not otherwise reduce any CFC remittance. A rental car company shall remit all CFCs regardless of any amounts that may be owed or due to the rental car company by the Airport. All CFCs collected by rental car companies are trust funds held for the benefit of the Airport. Rental car companies have only a temporary, possessory interest and no legal or equitable interest in the CFCs.

The CFC shall be charged, collected, accounted for, and remitted pursuant to procedures developed by the Airport Director in accordance with this regulation.

(11-62) (10-61) (08-56)

2-19. SOUTH AIRCRAFT T-HANGAR FEES.

Unless otherwise specified by a separate lease or other agreement, the city shall charge and receive the following rate per month for those T-hangars located on the south side of the airport.

(a)	T-hangar	\$160.00
(b)	T-hangar with end space	\$170.00

The aviation director is also authorized to require a deposit be paid to cover unpaid rental amounts, damage and cleanup of the aircraft T-hangar space.

(11-62) (04-46) (02-34)

2-20. FEES FOR AVIATION DEPARTMENT PERSONNEL, MATERIALS AND CONTRACTED SERVICES.

Unless otherwise specified by separate lease agreement, charges for the requested use of Aviation personnel and contracted services shall be at the following rates (per person / per hour where applicable):

<u>Description</u>	<u>Regular</u>	<u>After-hours</u>	<u>Sunday/Holiday</u>
Labor:			
Electrician	\$64.00	\$ 96.00	\$128.00
Vehicle Maintenance	\$52.00	\$ 78.00	\$104.00
Electronic/Telephone/ Computer Technician	\$80.00	\$120.00	\$160.00
General	\$45.00	\$ 68.00	\$ 90.00
Plumbing/HVAC/Mechanical	\$70.00	\$105.00	\$140.00
Airport Administration/ Duty Manager	\$70.00	\$105.00	\$140.00
Materials (except fuel)	Aviation Department cost plus 15%		
Contracted services	Aviation Department cost plus 15%		

(11-62) (08-55) (03-40) (02-35)

CHAPTER 3.

OFFENSES

3-1. FALSE STATEMENTS CONCERNING CONTENTS OF LUGGAGE.

No person shall knowingly make a false statement to another person, concerning the presence or existence of a weapon, bomb, incendiary or explosive device either on their person, in their luggage or in their possession while on airport property, or in the presence of or within the hearing of an airline representative, airport personnel, police officer or security personnel at the airport.

(98-16)

3-2. VEHICLE INSPECTIONS.

No person shall fail to stop, and submit to inspection, any vehicle they are operating at any location on the airport posted as an inspection point and/or staffed by personnel assigned to such duties. Such inspection may include opening any compartment of the vehicle to allow for inspection of the contents, and opening or moving any package, container, or other item within the vehicle to allow further inspection of the vehicle and its contents. Persons who do not consent to inspection of any vehicle, inspection of any compartment of the vehicle, or inspection of the contents, or any package or container shall not be permitted entry beyond the point of inspection. If the contents of the vehicle present safety or security concerns to others or the air transportation system, the vehicle may not be permitted entry beyond the point of inspection.

(01-33)

3-3. ACCESS RESTRICTION AREAS.

No person shall fail to stop and present all required personal identification media, access media, vehicle permits, and any other required documents at any point of entry into any area of the airport where access is restricted for reasons of safety and/or security.

(01-33)

3-4. SCREENING POINT RESTRICTIONS.

(a) No person shall fail to stop and submit to screening of his or her person and property in accordance with federal requirements for the security screening checkpoint before entering the sterile area beyond the security screening checkpoint. If a person does not consent to such screening, the person shall not be permitted entry past the security screening checkpoint.

(b) No person shall carry either on their person, in their luggage or in their belongings, any explosive, incendiary or deadly or dangerous weapon or any other item prohibited by the United States Department of Transportation through or past the security screening checkpoint. Other items prohibited shall include, but are not limited to, knives of any size or description, any cutting instruments of any kind, including carpet knives, box cutters, other folding or retractable blades regardless of size or composition, ice picks, straight razors and metal scissors with pointed tips or any other item posted as prohibited at the screening checkpoint or as determined by the United States Department of Transportation as being prohibited from entry through or past the security screening checkpoint. This restriction shall not apply to law enforcement officers that are authorized and permitted by the United States Department of Transportation to carry weapons through the security screening checkpoint.

(01-33)

3-5. NO ALCOHOL PERMITTED.

No person shall use, possess or consume beer, wine or alcoholic liquors in the airport retention basin (pond) area or in the airport plaza area.

(03-43)

3-6. AIRPORT RETENTION BASIN (POND).

No person shall throw or place any foreign or waste substance in the airport retention basin (pond).

(03-43)

3-7. WADING AND SWIMMING PROHIBITED.

No person shall wade or swim in the airport retention basin (pond), except authorized airport personnel as necessary to perform the duties of the airport operator.

(03-43)

3-8. FISHING AND SEINING PROHIBITED.

No person shall fish or use a seine in the airport retention basin (pond).

(03-43)

3-9. BOATING PROHIBITED.

No person shall place or use a boat or model boat in the airport retention basin (pond), except authorized airport personnel as necessary to perform the duties of the airport operator.

(03-43)

3-10. ENTERING ON ICE PROHIBITED.

No person shall throw any stone, dirt, stick or other missile or obstruction upon the ice on the airport pond. No person shall enter onto the ice covering the airport retention basin (pond) for any reason, except authorized airport personnel as necessary to perform the duties of the airport operator.

(03-43)

3-11. AIRPORT RETENTION BASIN (POND) WALKWAY AND AIRPORT PLAZA PERMITTED AND PROHIBITED USES.

(a) Permitted Uses. Except as otherwise provided, the following uses are permitted on the airport retention basin (pond) walkway and airport plaza:

- (1) persons walking, jogging or running;
- (2) persons utilizing or operating a wheelchair;
- (3) motorized devices designed for use by persons with disabilities;
- (4) official emergency vehicles and authorized maintenance vehicles as necessary to perform the duties of the airport operator.

(b) Uses Not Permitted. Except as otherwise provided, the following uses are not permitted on the airport retention basin (pond) walkway and airport plaza:

- (1) motorized vehicles or motorized scooters;
- (2) persons utilizing or operating a non-motorized device or vehicle, such as a bicycle, skateboard or inline skates;
- (3) equestrian uses.

(03-43)

3-12. SKATEBOARD USE PROHIBITED.

No person upon a skateboard, coaster, or similar device shall operate or use such on any work of art, sculpture or monument or on any planter, freestanding flower or tree box, flower bed or garden, fountain or airport equipment, nor shall such devices be used on any public stairway or access ramps built for use by the disabled or other people, on any airport roads, parking areas, ramps, or sidewalks or on any area designed and used for public seating.

(03-43)

CHAPTER 4.

GENERAL SAFETY RULES

4-1. STORAGE.

(a) No person shall keep or store any flammable or combustible liquids or gases, signal flares, or other similar material in the hangars or in any building on the airport, except as provided below:

(1) Such materials may be kept in an aircraft in the proper receptacles installed in the aircraft for such purpose, or in rooms or areas specifically approved for such storage by the aviation director and stored in accordance with National Fire Protection Association (NFPA) and International Fire Code (IFC) regulations. Nothing in this section shall prohibit the storage or sale by a concessionaire of a reasonable inventory of smoking accessories.

(2) No person shall store more than five (5) gallons of gasoline for use in ground support equipment in an individual T-hangar. The gasoline must be stored in an Underwriters Laboratory (UL) or National Fire Protection Association (NFPA) approved portable container and stored in accordance with NFPA and International Fire Code (IFC) regulations.

(b) No person shall keep or store lubricating or waste oils in or about the hangars or buildings, except as provided below:

(1) Such material may be kept in rooms or areas specifically designated for oil storage and stored in accordance with National Fire Protection Association (NFPA) and International Fire Code (IFC) regulations.

(2) No person shall store more than twenty-four (24) quarts of lubricating oil in an individual T-hangar. The lubricating oil must be stored in the manufacturer's unopened container and stored in accordance with National Fire Protection Association (NFPA) and International Fire Code (IFC) regulations. The storage of waste oil is prohibited. Waste oil shall be removed from the airport and disposed of in accordance with environmental regulations.

(c) No lessee shall fail to provide suitable metal receptacles with self-closing covers for the storage of waste, rags, and other rubbish. All used waste and rags or other rubbish shall be removed by the lessee daily, or in regular scheduled pickups, but not less than once each week.

(d) No person shall store gasoline, oil, and solvent drums or receptacles on apron and ramp areas in excess of amounts actually needed as current stock. Any material of this type that is kept in such areas will be kept enclosed and covered in housing of a design that meets the approval of the aviation director.

(e) No lessee or sublessee shall store bulk fuel in above-ground tanks, except when prior approval is given by the fire marshal and the aviation director, said approval may be granted in the following situations:

(1) Where it becomes necessary to clean, treat, or replace an underground fuel storage tank so that its use must be temporarily suspended or where above ground fuel storage tanks are necessary for temporary heating of buildings. The fire marshal and aviation director shall specify the length of time the temporary above-ground fuel tanks are allowed to remain, which shall be the minimum amount of time necessary to safely return to the use of underground storage tanks.

(2) Above ground storage of aircraft fuels may be allowed when tanks are a part of a consolidated fuel storage facility.

(3) Where it becomes necessary to remove underground fuel storage tanks due to regulatory requirements, and if agreed to by separate written contract with the city, above ground storage of aircraft fuels may be allowed until such time an airport tenant is provided access to purchase or store fuel in an approved consolidated fuel storage facility provided by the airport or by an airport approved vendor.

(f) A lessee or a sublessee whose sublease with the lessee allows such, may install approved fuel tanks and surface-mounted accessories on leaseholds subject to the following conditions:

(1) The proposed location shall be subject to approval of the city.

(2) Tanks shall be installed in strict accordance with the International Fire Code (IFC), manufacturer's instructions and all federal, state and local laws, regulations, requirements and ordinances.

(3) The aviation director shall be furnished a complete set of as-built drawings showing location, depth and surface-mounted accessories, and certification of approval of the installation issued by the city fire department.

(g) "Into plane" servicing shall only be conducted by the use of fuel tankers or from those underground tanks approved for such servicing by the aviation director. All fuel deliveries to the airport must be made into approved fuel storage tanks.

(02-39) (02-36) (96-11) (94-04)

4-2. LIQUID DISPOSAL.

No fuels, oils, dopes, paints, solvents, acids or hazardous wastes shall be disposed of or dumped in drains, basins, or ditches or elsewhere on the airport.

(06-51)

4-3. FIRST AID KITS.

The operator of each hangar or shop building where vehicle or aircraft maintenance is performed at the airport shall provide and be responsible for the constant maintenance of a suitable first aid kit.

(06-51)

4-4. FIRE DEPARTMENT REGULATIONS.

All regulations and recommendations of the fire department shall be adhered to with regard to all aspects of fueling and handling of flammables.

(06-51)

4-5. FIRE EQUIPMENT.

(a) The operator of any airport hangar or building shall be responsible for furnishing and maintaining adequate fire equipment meeting the minimum requirements of the fire marshal.

(b) All fire doors and other fire prevention apparatus shall be accessible and completely unobstructed at all times.

(06-51)

4-6. EXPLOSIVES AND OTHER DANGEROUS ARTICLES.

No person shall store, keep, handle, use, dispense, or transport at, in, or upon the airport, at such time or place or in such manner or condition as to endanger unreasonably or as to be likely to endanger unreasonably persons or property, any of the following:

(a) Any class A or class B explosives as defined in the Interstate Commerce Commission regulations for transportation of explosives and other dangerous articles, dynamite, nitroglycerine, black powder, fireworks, blasting caps, or other explosives;

(b) Gasoline, alcohol, ether, liquid shellac, kerosene, turpentine, formaldehyde, or other flammable or combustible liquids;

(c) Ammonium nitrate, sodium chlorate, wet hemp, powdered metallic magnesium, nitrocellulose film, peroxides, or other readily flammable solids or oxidizing materials;

(d) Hydrochloric acid, sulfuric acid, or other corrosive liquids; prussic acid, phosgene, arsenic, carbolic acid, potassium, cyanide, tear gas, lewisite or any class A poisons as defined in the Interstate Commerce Commission Regulations for

transportation of explosives and other dangerous articles; or any other poisonous substances, liquids, or gas; or

- (e) Any compressed gas, or any radioactive article, substance or material.

(06-51)

4-7. RESTRICTIONS ON EXPLOSIVES AND RADIOACTIVE MATERIALS.

(a) No person shall, without prior permission of the aviation director, keep, transport, handle or store at, in or upon the airport any cargo of explosives or other dangerous articles which are regulated for loading in or transporting by civil aircraft in the United States under the current federal regulations.

(b) No person shall, without prior permission of the aviation director, store, keep, handle, use or transport at, in or upon the airport any quantity of the following radioactive materials:

- (1) Any fissionable or fissionable [sic] material.
- (2) Nuclear reactor fuel rods that are partially expended or irradiated.
- (3) New nuclear reactor fuel rods.
- (4) Nuclear materials, including but not limited to uranium, plutonium, and thorium.
- (5) Radioactive waste material.
- (6) Any radioactive material moving under an Interstate Commerce Commission special permit or Atomic Energy Commission permit and escort.

(c) Advance notice of at least 24 hours shall be given to the aviation director to permit full investigation and clearance for any operation requiring a waiver of any subsection of this section.

(06-51)

4-8. PAVEMENT AND FLOOR CARE.

All floors of hangars, buildings, apron ramp areas on the airport shall be kept clear of oil, grease, and other materials or stains except as may be provided to the contrary in any specific lease or contract. The use of volatile, flammable liquids or solids for cleaning floors is prohibited.

(06-51)

CHAPTER 5.

MINIMUM STANDARDS

5-1. LEASE REQUIRED.

- (a) Non-commercial aviation operators who wish to establish a base of operations at the Airport may negotiate an agreement with an existing authorized fixed base operator or other commercial operator. A non-commercial aviation operator who wishes to establish a base of operations independent of an existing fixed base operator or commercial operator, must enter into a ground rental lease with the city for the leased premises.
- (b) Ownership of any improvements constructed or installed by the non-commercial aviation operator on the leased premises shall vest with the city at the expiration of the lease term. Any aircraft hangared or stored on the leased premises must be wholly or partially owned or leased, in the entity named in the ground rental lease.
- (c) Ground rental leases for a non-commercial aviation operation who construct and pay for their own aircraft hangar and other associated improvements shall not exceed twenty (20) years.
- (d) Nothing contained herein shall preclude the city from leasing city owned aircraft hangars and other associated city owned improvements to non-commercial aviation operators under terms and conditions different from those contained herein.
- (e) The ground rental lease shall establish ground rental rates for the leased premises at 1.3 times the fair market rental value as determined by appraisal and shall include provisions for review and adjustment of the rental rates on no greater than every five years during the term of the agreement with said adjustment based on appraised value or any other method that will satisfy the requirement that fair market value rentals be collected on the leased premises.

(98-17)

5-2. FINANCIAL STATUS AND LIABILITY.

- (a) Non-commercial aviation operators proposing to enter a lease with the city must demonstrate financial solvency with respect to the construction of any improvements and day-to-day operations to the satisfaction of the city.
- (b) Non-commercial aviation operators proposing to construct facilities on the leased premises must provide a payment and performance bond in the full amount of private and public improvements satisfactory to the city and enter into a city provided Private Construction Contract for the construction of said public improvements.

(c) Non-commercial aviation operators having a ground rental lease with the city shall meet all insurance requirements as established by the aviation director in consultation with the city's risk manager.

(d) Each non-commercial aviation operator shall indemnify and hold harmless the city from any and all claims of liability for personal injury, death, or property damage resulting from its operations on the Airport.

(98-17)

5-3. MINIMUM FACILITY REQUIREMENTS.

A non-commercial aviation operator who desires to lease land from the city for construction of an aircraft hangar and associated facilities and improvements shall comply with the following minimum requirements:

(a) It shall lease from the city a minimum of one-half (1/2) acre site which shall be accessible or made accessible to vehicular transportation and airport taxiways, and shall be located in an area which is consistent and compatible with the airport's master plan;

(b) It shall lease or construct, and maintain, a building with at least 5,000 square feet of floor space which includes offices, waiting area, and restrooms; and,

(c) It shall construct and maintain all other necessary improvements upon the site including but not limited to:

- (1) paved vehicle access and parking areas sufficient for the proposed facility;
- (2) paved (or upgraded) aircraft parking ramp; and,
- (3) paved access to the Airport's taxiway and runway system, if applicable.

(98-17)

5-4. CONSTRUCTION REQUIREMENTS.

(a) All proposed construction, including but not limited to office(s), hangar(s), access roads, access taxiways, vehicle parking areas, and aircraft parking areas shall be in accordance with design and construction standards approved by the aviation director and in accordance with all federal, state and local laws, codes, regulations and ordinances.

(b) All buildings shall be fireproof and constructed of metal and/or masonry construction.

(c) Hangar floors shall be rigid pavement of sufficient design and load strength to sustain all types of aircraft which will be stored or operated thereon.

(d) Aircraft ramps shall be rigid or flexible pavement of sufficient design and load strength as established by the FAA to sustain all types of aircraft which will be stored or operated thereon.

(98-17)

5-5. FUELING REQUIREMENTS.

(a) In addition to the requirements as contained in Section 4.49 of the Municipal Code of the City of Des Moines and Chapter 4 of the Des Moines International Airport Board Regulations, any non-commercial aviation operators who construct an aircraft fueling facility shall be strictly precluded from dispensing said fuel into any aircraft that is not wholly or partially owned or leased and used by the entity that is contractually obligated under the lease.

(b) A fuel flowage fee shall be paid to the city for each gallon of fuel delivered to the fueling facility monthly. Such flowage fee will be equal to the flowage fee rate charged by the airport to its fixed base operators and commercial operators.

(98-17)

5-6. AGREEMENT REQUIRED - GROUND EQUIPMENT MAINTENANCE OPERATOR.

No ground equipment maintenance operator shall be allowed to operate at the airport without obtaining and keeping current an annually renewable permit issued by the City. Additionally, a ground equipment maintenance operator must enter into written agreements with customers and clients for the provision of services on the airport. A ground equipment maintenance operator may not perform services for a customer or client on the airport until it has submitted the agreement to the Aviation Director, received the Aviation Director's approval of the agreement and filed a copy of the final, executed agreement with the Aviation Director. Customers or clients are limited to airport tenants only.

The ground equipment maintenance operator will provide certification in writing from the customer or client that the operator is qualified and properly trained to perform the service required.

(08-58) (04-44)

5-7. FINANCIAL STATUS AND LIABILITY.

(a) Operator shall purchase, and maintain in continuous effect, Worker's Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance, including all coverages and limits, as specified in the operator's permit with the City.

(b) Operator's General Liability and Automobile Liability Insurance policies shall include the additional insured, governmental immunities and cancellation and nonrenewal endorsements as specified in the operator's permit with the City.

- (c) Operator shall not commit any act which could invalidate any policy of insurance required in operator's permit with the City.
- (d) Operator shall defend, indemnify and hold harmless the City in accordance with the indemnification requirements included in operator's permit with the City. Operator shall waive subrogation against the city in accordance with the waiver of subrogation included in operator's permit with the City.

5-8. MINIMUM FACILITY REQUIREMENTS.

A ground equipment maintenance operator is not required to lease or construct a building for its operation, but shall demonstrate to the satisfaction of the City the safety and environmental compliance of the proposed operation. If it does construct a building, it shall meet the requirements set forth in Section 5-9. **(08-58) (04-44)**

- (a) All work performed by ground equipment maintenance operator must be performed in areas identified as either, 1) a ground service equipment parking area or, 2) an area exclusively leased to an Airport tenant. Either such area must otherwise be fully compatible with such activities and acceptable under applicable building codes, laws, and regulations.
- (b) No maintenance activities are allowed in the East Cargo Building (#5).

5-9. CONSTRUCTION REQUIREMENTS.

- (a) All required construction, including but not limited to offices, public areas, restroom facilities and cargo areas, of a ground equipment maintenance operator shall be in accordance with design and construction standards approved by the aviation director and in accordance with city codes and ordinances.
- (b) All buildings shall be fireproof and of metal or masonry construction.
- (c) Maintenance area floors shall be rigid pavement of sufficient design load strength to sustain all types of support equipment on which repair work is being done.
- (d) Performance, payment and other appropriate bonds, as determined by the Aviation Director, must be furnished to the city.

(08-58) (04-44)

5-10. MINIMUM PERSONNEL AND EQUIPMENT REQUIREMENTS.

- (a) All ground equipment maintenance operators shall provide the following qualified personnel:
 - (1) An on-call supervisor available at the airport with one-half-hour prior notice, 24 hours per day, seven days per week.
 - (2) A properly investigated crew of sufficient size to handle equipment maintenance, 24 hours per day, seven days per week, on call with two hours prior notice. Such crew shall be required to obtain a Security Identification Display Area credential.

(b) The city reserves the right to require operators to provide personnel or equipment in addition to the minimums set forth in this section; however, such additional personnel or equipment requirements shall be reasonable, based on public benefit and need.

(08-58) (04-44)

CHAPTER 6.

AIRCRAFT OPERATIONS

6-1. AERONAUTICAL ACTIVITIES.

All aircraft operations, including departure from or arrival in the airspace above the airport, shall be conducted in conformity with current regulations and directives of the Federal Aviation Administration, the state department of transportation, any other authorized governmental agency, and, to the extent applicable, with orders issued by the aviation director.

(01-30)

6-2. CLOSING OF AIRPORT.

Whenever the aviation director believes the airport's facilities to be unsafe for aeronautical activity, it shall be within his or her authority to close the airport.

(01-30)

6-3. INTERFERING OR TAMPERING WITH AIRCRAFT.

No person shall interfere or tamper with any aircraft or put in motion the engine of such aircraft or use any aircraft, aircraft parts, instruments or tools without permission of the owner, except by specific direction of the aviation director.

(01-30)

6-4. AIRPORT USE RESTRICTIONS.

The aviation director may restrict or refuse any flight activity or other operation at the airport for any reason he or she deems justifiable in the interest of public security, safety and welfare. The aviation director may prohibit the use of the airport or any part of it by a person when in his or her opinion such person or the activities intended by such person are inimical to the safe operation of the airport or the safety of the public.

(01-30)

6-5. CARELESS OR NEGLIGENT OPERATION.

No aircraft shall be operated in a careless or negligent manner or in disregard of the rights and safety of others or without due caution, or at a speed or in a manner which endangers or is likely to endanger persons or property, while the pilot or other person aboard controlling any part of the operation thereof is under the influence of intoxicating liquor or any narcotic or drug, or if such aircraft is in such general condition or is so equipped or loaded as to endanger or to be likely to endanger persons or property.

(01-30)

6-6. AIRCRAFT EQUIPMENT.

Except in an emergency, no aircraft may land at or take off from the airport unless it is equipped with brakes or other means of preventing movement on the ground and a functioning radio capable of two-way communication with the tower.

(01-30)

6-7. OPERATION OF AIRCRAFT.

- (a) Except as otherwise approved by the aviation director, takeoffs, and landings at the airport shall be made only on designated runways. At no time shall turf areas be used for takeoffs or landings except in emergencies and at the direction of the Federal Aviation Administration control tower. Takeoff and landing operations by fixed-wing aircraft from any taxiway or ramp area are expressly prohibited.
- (b) Rotorcraft, during final landing or during takeoffs, shall not pass over any building, adjacent auto parking area, or the aircraft loading and unloading ramps on the airport.
- (c) All aircraft activity shall conform to traffic patterns promulgated or directed by the tower.
- (d) The pilot or other person aboard who is engaged in the operation of any aircraft operated on the surface, except when subject to direction or control for ground movement purposes by the Federal Aviation Administration, must at all times comply with any lawful order, signal or direction of an authorized representative of the airport. When operation of such aircraft is controlled by light, signs or mechanical or electrical signals, such signaling devices shall be obeyed unless an authorized representative of the airport directs otherwise.
- (e) No motorless aircraft may land, take off or enter into a runway approach without the aviation director's permission.
- (f) Aircraft shall be taxied only at a safe speed with due regard for other aircraft, persons and property; however, the speed of ten miles per hour shall not be exceeded by any taxiing aircraft while on the ramps and aprons adjacent to buildings and hangars.
- (g) No aircraft shall be taxied into or out of any hangar.
- (h) No person shall operate from the airport any aircraft that is not fully certificated by the Federal Aviation Administration and carrying a current certificate of airworthiness, except for government-owned aircraft, without permission from the aviation director.

(i) No person shall use aircraft thrust to push away from the concourse terminal gate positions, except as authorized by the aviation director. All aircraft shall be pushed or towed from the concourse terminal gate positions with proper push or tow equipment.

(04-46) (01-30)

6-8. PARKING OF AIRCRAFT.

(a) All unhoused aircraft shall be parked only in areas of the airport designated by the aviation director for such purpose and shall be secured when left unattended. The aviation director is authorized to tow or otherwise move aircraft parked in violation of the regulations of the airport, at the owner's or operator's expense and without liability for damage which may result in the course of or because of such moving.

(b) The use, by aircraft or other vehicles, of the loading areas on the ramp at the airline terminal building shall be limited to one-half hour unless otherwise approved by the aviation director.

(c) No person shall leave an aircraft on a ramp exceeding operating weight as specified in the airport certification manual, unless approved by the aviation director.

(01-30)

6-9. ENGINE RUN UP.

(a) No person shall start or run an aircraft at the airport unless a licensed pilot certificated to operate that aircraft or a certified mechanic qualified to start and run the engines of that particular aircraft is attending the controls, or unless such person is supervised by a properly licensed instructor pilot in accordance with federal regulations and requirements.

(b) Wheel blocks equipped with ropes or other approved devices for blocking an aircraft shall be placed at the front and rear of each main landing wheel or, alternatively, the brakes of the aircraft shall be on and locked before the engine is started, except where scheduled airlines follow proven procedures which have been determined equally safe by the Federal Aviation Administration.

(c) Aircraft shall be started and warmed up only in places designated for such purposes by the aviation director. At no time shall engines be run up when the aircraft is in such a position that hangars, shops or other buildings or any group of people in the observation area shall be in the path of the propeller stream or jet engine blast.

(d) Adequate fire extinguishers must be available for engine start or run up.

(e) No engine run ups are permitted between the hours of 10:00 p.m. and 7:00 a.m. unless approved by the aviation director.

(01-30)

6-10. DISABLED AIRCRAFT.

- (a) It shall be the responsibility of the owner to promptly remove disabled aircraft and parts thereof from the airport.
- (b) If any person refuses to remove an aircraft or part thereof as directed by the aviation director, the aircraft or part may be removed by the aviation director at the owner's or operator's expense and without liability for damage which may result in the course of or because of such moving.

(01-30)

6-11. REPAIR OF AIRCRAFT.

No person or tenant shall repair or allow the repair of an aircraft, aircraft engine, propeller, or apparatus in any area of the airport other than that specifically designated for such purpose by the aviation director, except that minor adjustments may be made while the aircraft is on the loading ramp preparatory to takeoff when such adjustments are necessary to prevent a delayed departure. Such designated areas must meet all federal, state and local rules and regulations governing the appropriateness and safety of the area, and it shall be the responsibility of the tenant leasing the area to maintain and secure all permits and certificates proving that all federal, state and local rules are met. It is further the responsibility of the tenant to prove to the satisfaction of the aviation director that all rules and regulations are met before the area may be designated for such purpose specifically.

(01-30)

6-12. REGISTRATION.

No owner of aircraft using the airport as a base of operation shall fail to register the aircraft with the aviation director, giving such information as may be required by the aviation director for airport records. Any change in ownership of an aircraft will require a change in registration.

(01-30)

6-13. AIRCRAFT BOMB OR SABOTAGE THREAT.

- (a) No person having knowledge of an aircraft carrying or suspected of carrying a bomb or aircraft under threat of sabotage shall fail to notify the tower and the aviation director immediately.
- (b) Any aircraft so reported having passengers on board shall unload passengers in areas designated by the aviation director. The aircraft will then immediately proceed to a

designated search area. Parked aircraft shall be evacuated except for the persons necessary to start and taxi the aircraft to the designated search area. Inspection of the aircraft and subsequent declaration of safety shall be the responsibility of the aircraft owner or his or her authorized agent.

(c) The aviation director may establish or revise bomb or sabotage threat procedures at any time.

(01-30)

6-14. AIRCRAFT DEICING.

No person shall apply deicing or anti-icing chemicals to aircraft outside of the areas designated for such operations in the Des Moines International Airport's Storm Water Pollution Prevention Plan or as designated by the aviation director.

(01-30)