

**CITY OF DELAWARE
AIRPORT COMMISSION
CITY COUNCIL CHAMBERS
1 SOUTH SANDUSKY STREET**

6:30 P.M. ***

AGENDA

May 16, 2019

1. ROLL CALL
2. APPROVAL of the Motion Summary for the Airport Commission held October 18, 2018, as recorded and transcribed.
3. PUBLIC COMMENTS
4. UPDATE on A & P Service Provider
5. UPDATE on Airport Strategic Business Plan
6. UPDATE on ACIP
7. DISCUSSION on Minimum Operating Standards and Rules and Regulations Changes
8. UPDATE on Water Tank Lighting
9. DISCUSSION of T-Hangar Paving (A,B,C,D,E,& F Plans)
10. STAFF COMMENTS
11. MEMBER COMMENTS
12. ADJOURNMENT

***** NOTE TIME CHANGE**

AIRPORT COMMISSION
October 18, 2018
MOTION SUMMARY

ITEM 1. Roll Call

Chairman Lewis called the meeting to order at 7:00 p.m.

Members Present: Christopher Acker, Walt Gaub, Timothy Smith Janie McIntire, John Lewis, and Councilmember Kyle Rohrer

Members Absent: Charlton Amidon

Staff Present: Joe Bullis, Public Works Superintendent, Kevin Piatt, Airport Operations Supervisor, and Bill Ferrigno, Public Works Director/City Engineer

Motion to Excuse: Councilman Rohrer moved to excuse Mr. Amidon, seconded by Ms. McIntire. Motion approved by a 6-0 vote.

ITEM 2. ELECTION OF OFFICERS

A. Chairperson

Motion: Mr. Lewis nominated Mr. Amidon as Chairman, seconded by Mr. Gaub. There were no other nominations. Motion approved by a 6-0 vote.

B. Vice-Chairperson

Motion: Mr. Lewis nominated Ms. McIntire as Vice-Chair, seconded by Mr. Gaub. There were no other nominations. Motion approved by a 6-0 vote.

ITEM 3. APPROVAL of the Motion Summary of the meeting of the Airport Commission held on April 19, 2018, as recorded and transcribed.

Motion: Mr. Lewis moved to approve the Motion Summary of the meeting of the Airport Commission held on July 19, 2018, as recorded and transcribed, seconded by Mr. Smith. Motion approved by a 5-0-1 (Rohrer) vote.

ITEM 4. PUBLIC COMMENTS

There was no public comments.

ITEM 5. UPDATE on Aircraft Maintenance Service RFP Process/Selection

Mr. Ferrigno reviewed the members on the RFP committee. He informed them that there were two applicants and that Shamrock Air Services was awarded

the RFP. He explained that the City will enter into contract negotiations with Shamrock for a five year period.

ITEM 6. UPDATE of Strategic Planning Process

PUBLIC PARTICIPATION:

Greg Heaton
Crawford, Murphy, & Tilley
8101 North High Street, Suite 150
Columbus, Ohio 43235

Mr. Heaton discussed the goals to maximize the airport and discussed his assistance with working with the committee on the RFP. A discussion was held on utilizing social media to receive increased public input.

ITEM 7. UPDATE on 5-year CIP for Airport Projects

Mr. Ferrigno informed the Commission that no state funding for pavement repairs around the T-Hangars were received. He discussed the CIP process and planned repairs.

ITEM 8. DISCUSSION on Minimum Operating Standards and Rules and Regulations

The Commission made staff aware that there was pages missing from the scanned document. The Clerk emailed out the complete Minimum Operating Standards. Mr. Ferrigno recommended that the Commission review and send any questions to Mr. Bullis via email. A discussion was held on standards for city owned and privately owned.

ITEM 9. REPORT on Tri-Motor Fly-In Event

Mr. Piatt informed the Commission that there were 426 rides booked during the event and that 684 gallons of fuel was used. A discussion was held regarding noise complaints from the event. He discussed how the event supports aviation and brings increased public awareness. Mr. Piatt explained that complaints are tracked, but that there are more complaints voiced during crop dusting.

ITEM 10. STAFF COMMENTS

Mr. Bullis thanked Commission members that participated in the RFP process.

Mr. Ferrigno recommended that the current T-Hangar rates remain the same to allow the process to be vetted during the strategic planning process. He recommended future rate changes occur in 2020.

Motion: Mr. Lewis motioned to maintain current rates through the 2019 lease, seconded by Councilman Rohrer. Motion approved by a 6-0 vote.

ITEM 11. MEMBER COMMENTS

Vice-Chair McIntire requested information on the airport usage during the fair and Jug Day. Mr. Piatt discussed that there was good traffic during this time related to the weather.

Mr. Lewis thanked staff for their work in the Tri-Motor Fly-In event. Mr. Smith and Vice-Chair McIntire reported that they had both participated in the event. Vice-Chair McIntire was informed by Tri-Motor that they were impressed with the public turn-out and that the event was well organized.

ITEM 12. ADJOURNMENT

Motion: Mr. Lewis moved to adjourn the meeting, seconded by Mr. Smith. The Airport Commission meeting adjourned at 8:23 p.m.

Chairperson

Elaine McCloskey, Clerk

10 YEAR CAPITAL IMPROVEMENT PROGRAM (CIP) FY-2019 to FY-2029

Airport Name: Delaware Municipal Airport	Date prepared: December 13, 2018
Associated City: Delaware, Ohio	Prepared By: City of Delaware
Sponsor: City of Delaware	Telephone No.: (740) 203-1803
Airport Three Letter ID: DLZ	Congressional District: 12th

Item #	Description	Fiscal Year	Total Cost	Entitlement	Apportionment	Discretionary	ODOT Grant	Sponsor Match	ODOT Match	Other/Local	Remarks/Item Justification
1	Taxiway Rehabilitation - Design	2019	\$ 65,000	\$ 58,500				\$ 3,250	\$ 3,250	\$ -	DLZ T-Hangar Pavements A-F - low PCI
	Subtotal 2019		\$ 65,000	\$ 58,500	\$ -	\$ -	\$ -	\$ 3,250	\$ 3,250	\$ -	
2	Apron Rehabilitation (Apron B) - Design & Construction	2020	\$ 370,000	\$ -	\$ -		\$ 351,500	\$ 18,500	\$ -	\$ -	Pavement Preservation - ODOT Grant
	Subtotal 2020		\$ 370,000	\$ -	\$ -	\$ -	\$ 351,500	\$ 18,500	\$ -	\$ -	
3	Corporate Parking Lot Access Drive	2021	\$ 190,692	\$ -	\$ -			\$ -	\$ -	\$ 190,692	Locally Funded
4	Taxiway Rehabilitation - Design & Construction	2021	\$ 600,000	\$ 540,000			\$ -	\$ 30,000	\$ 30,000	\$ -	DLZ T-Hangar Pavements A-F - low PCI
	Subtotal 2021		\$ 790,692	\$ 540,000	\$ -	\$ -	\$ -	\$ 30,000	\$ 30,000	\$ 190,692	
5	Carry Over NPE	2022	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	Bank NPE
	Subtotal 2022		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6	Taxiway Rehabilitation (C1 & C2) - Design & Construction	2023	\$ 333,333	\$ 300,000				\$ 16,667	\$ 16,667	\$ -	Pavement Preservation
	Subtotal 2023		\$ 333,333	\$ 300,000	\$ -	\$ -	\$ -	\$ 16,667	\$ 16,667	\$ -	
7	Carry Over NPE	2024	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	Bank NPE
	Subtotal 2024		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8	Apron A Expansion - Design & Construction	2025	\$ 750,000	\$ 300,000	\$ 375,000			\$ 37,500	\$ 37,500	\$ -	Aircraft Parking Impacts/Hangar Development
	Subtotal 2025		\$ 750,000	\$ 300,000	\$ 375,000	\$ -	\$ -	\$ 37,500	\$ 37,500	\$ -	
9	Carry Over NPE	2026	\$ 400,000	\$ -	\$ -		\$ 380,000	\$ 20,000	\$ -	\$ -	Pavement Preservation
	Subtotal 2026		\$ 400,000	\$ -	\$ -	\$ -	\$ 380,000	\$ 20,000	\$ -	\$ -	
10	Master Plan Update/Terminal Area Plan	2027	\$ 100,000	\$ 90,000	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ -	Master Plan 20+ years old
	Subtotal 2027		\$ 100,000	\$ 90,000	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ -	
10	Carry Over NPE	2028	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Bank NPE
	Subtotal 2028		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10	Apron Area A Rehabilitation - Design & Construction	2029	\$ 500,000	\$ 450,000	\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000	\$ -	Pavement Preservation
	Subtotal 2029		\$ 500,000	\$ 450,000	\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000	\$ -	

Minimum Operating Standards

For

Delaware Municipal Airport

Adopted by Delaware City Council on May 23, 2005-Ordinance 05-48

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PURPOSE: To establish standards and procedures to govern aeronautical activities at the Delaware Municipal Airport. Said standards to be implemented by an Airport Manager approved by the Airport Owner.

POLICY: Fair and reasonable opportunity, without discrimination, shall be accorded to all entities and individuals to qualify or otherwise compete for available facilities and to establish general aviation operations within the jurisdiction of the Airport Owner, subject to the adopted Minimum Standards and Requirements. Operators are encouraged to exceed these Minimum Operating Standards; only in extreme cases, and with prior written approval of the Airport Owner, will businesses be allowed to operate under conditions below the minimums.

SECTION I

Implementation and Applications

- a. These minimum operating standards shall effect and be incorporated by reference into future Operator's leases.
- b. Any applicant wishing to establish an aeronautical activity shall be furnished a copy of these Minimum Operating Standards, as amended, and shall make application in writing to the Airport Manager, or any duly appointed person exercising these functions. The application shall set forth in detail the following:
 1. the name, address and telephone number of the applicant and proposed name of the operation;
 2. the proposed land use, facility and/or activities sought, including location and size of lease area and buildings;
 3. the names and qualifications of the personnel to be involved in conducting such activity and number of people to be employed;
 4. the financial responsibility and technical ability of the applicant and Operator to carry out the activity sought;
 5. the tools, equipment, services, and inventory, if any, proposed to be furnished and/or utilized;
 6. the estimate of costs for any development or improvements
 7. applicant's schedule for operation and construction (if appropriate);
 8. the number and type of aircraft to be provided;
 9. the hours of proposed operation; and
 10. the insurance coverage to be maintained.

Following the review and approval of the submitted application, the applicant will be required to submit an annual licensing fee of \$25.00, due at the beginning of the fiscal year for the City of Delaware.

SECTION II

Definitions: As used herein, the following terms shall have the meaning indicated.

- A. Aeronautical Activity: Shall mean any activity, whether or not conducted on or off Airport property, 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 not by way of limitation, all activities commonly conducted on airports, such as charter operations, pilot training, aircraft rental and sightseeing aerial photography, crop dusting, flying clubs, aerial advertising and surveying, sale of lubricants, repair and maintenance of aircraft, sale of aircraft, parts, sale or maintenance of aircraft accessories, radio, communication and navigation equipment and other activities which, because of its direct relationship to the operation of aircraft, can appropriately be regarded as all aeronautical activity.
- B. Airport: Shall mean the Delaware Municipal Airport.
- C. Airport Owner: Shall mean the City of Delaware, Ohio.
- D. Critical Aircraft: Shall mean the aircraft with the largest wingspan, tail height and/or gross weight which is anticipated will use a proposed facility.
- E. Minimum Operating Standards: Shall mean the minimum qualifications and requirements established herein for aeronautical activity at the Airport.
- F. Master Plan or Airport Layout Plan: Shall mean the currently approved scaled dimensional layout of the entire Airport, indicating current and proposed usage for each identifiable segment as approved by the Airport Owner.
- G. Operator: Shall mean Private Based Operators or Commercial Operators, fixed base or non-based.

1. Commercial Operator: A person, firm, corporation or entity engaged in Aeronautical Activities, as defined herein, on the Delaware Municipal Airport when purposes of said Aeronautical Activity is to secure earnings, income, compensation or profit. Fixed Base Operators use the Airport as their base of operations.

A Non-Based Operator uses the Airport for commercial activity involving profit but do not base their operation from the Airport. Aircraft operations originating at another airport but using the Delaware Municipal Airport for training are considered Non-Based Operators.

2. Private Operator: A person, firm, corporation or entity engaged in Aeronautical Activities, as defined herein, on the Airport when purpose of said Aeronautical Activity is not to secure earnings, income, compensations or profit. Based Private Operators use the airport as their base and maintain aircraft at the Airport. Non-Based Private Operators operate from other airfields.

- H. Public Facilities: Shall mean Ladies' and Mens' rest rooms, Pilot's Lounge, FSS and Weather Briefing Room, lobby and waiting area equipped with seating provisions, drinking water and telephone. These shall also include roads and automobile parking areas (unless specifically included as part of the leased area). These facilities are to be open to and for the benefit of the public using the airport during hours of operation.
- I. Self Fueling: Shall mean fueling performed by bona fide employees of the Operator, or by the Operator, with equipment owned or leased by the City of Delaware, only into the aircraft owned by the Operator.
- J. Self Maintenance: Shall mean maintenance performed by bona fide employees of the Operator, or by the Operator, with equipment owned or leased by the Operator, only to aircraft owned by the Operator. This must be performed in accordance with all federal, state and local rules, regulations and requirements.
- K. Bona Fide Employee: For the purposes of this document a bona fide employee will adhere to the most current definition as stated by the Internal Revenue Service to determine whether an individual is an employee or and independent contractor.

SECTION III

Standards for Operation at the Airport

PURPOSE: To establish standards and uniform procedures to enhance safety, efficiency and noise abatement.

1. All aircraft operations on the Airport shall be conducted within the regulations of the Federal Aviation Administration, Ohio Department of Transportation—Division of Aviation, Ohio Revised Code, Federal Communications Commission, the Airport Owner and all other applicable federal, state and local rules and/or regulations. Any violation of these regulations will be considered a violation of these Minimum Operating Standards.
2. All flight operations will be conducted per standard traffic pattern procedures as outlined in the Aeronautical Information Manual and Federal Aviation Regulations.
3. All flight operations will be planned so as to avoid flight over populated areas whenever possible, particularly at low levels and high noise levels, without compromising flight safety, as reasonably determined by the aircraft's pilot-in-command (refer to the most current voluntary local noise abatement maps).
4. Special events or demonstrations are only to be conducted with prior approval of the Airport Owner or its designated representative and the FAA, where applicable, shall be limited to aeronautical activities, unless otherwise approved by the Airport Owner.
5. All persons operating aircraft at the airport shall hold at least a valid student pilot certificate.
6. All aircraft shall taxi at a safe and reasonable speed for existing conditions.
7. Aircraft that are unattended shall be properly secured and shall be locked.
8. Aircraft owner/pilot preventative maintenance and cleaning is to be performed in an area to be designated by the Airport Owner or its designated representative and shall be confined to that maintenance to which he or she is qualified to do so as specified in Appendix D to FAR Part 43.

9. All aircraft maintenance conducted on the Delaware Municipal Airport, other than owner/pilot preventative self maintenance, shall be completed by a qualified and licensed person or facility located on the Delaware Municipal Airport, and such person or facility shall enter into a maintenance lease agreement conforming to appropriate requirements with the Airport Owner prior to conducting such maintenance. (This permits an owner or an employee of the owner to perform maintenance on his/her own aircraft, but any other individual performing routine repairs on aircraft based at the Delaware Municipal Airport must register as a business. Emergency repairs to transient aircraft will be permitted by a qualified and licensed individual and for which he or she is qualified to so as specified in Appendix D to FAR Part 43 and who are not registered as a business at the Delaware Municipal Airport).
10. Any aircraft based at the airport must not be operated without entering into an agreement appropriate to the operation with the Airport Owner. All aircraft based at the Delaware Municipal Airport must be registered with the Ohio Department of Transportation's (ODOT) Division of Aviation. Proof of such registration shall be accomplished through the submission of registration information received by the aircraft owner from ODOT's Division of Aviation to the City of Delaware when a new lease agreement is submitted. All aircraft operating from the airport shall not be operated for hire or to secure earnings, income, compensation or profit without prior approval of the Airport Owner.
11. All aircraft based at the airport shall be covered by liability insurance with the following minimum coverage:

Aircraft Liability Single Limit for Bodily Injury and Property Damage Including Passengers, but Passenger Bodily Injury Limited within the Single Limit to

1,000,000.00 each **occurrence**
100,000.00 each **passenger**

Proof of such coverage shall be submitted to the Airport Owner or its designated representative, upon execution of the lease, if requested. The Airport Owner shall be named as additional insured with such being achieved through the submission of ISO Form CG 2010 (11/85 edition). All other forms shall be rejected.

12. All fuel products dispensed into aircraft at the airport shall be a type approved by the aircraft manufacturer and/or the Federal Aviation Administration for the specific aircraft and engine receiving the fuel.
13. Self fueling of private aircraft, as defined in Section II, will be permitted only when in compliance with the following requirements:
 - a. Self fueling is accomplished in the “safe” area designated by the Airport Owner and only when at least 50 feet from the buildings or other hazards.
 - b. Aircraft must be properly grounded.
 - c. No outdoor smoking shall be allowed within 50 feet of the fueling operation (as defined in NFPA Section 407). Pursuant to Section 559.02 of the City’s codified ordinances, smoking is prohibited in any City owned structure.
 - d. Spills of fuel must be immediately reported to the Airport Manager. If over 1 gallon in size, they shall also be reported to the Delaware Fire Department.
 - f. Aircraft owner is liable for damages to the property and the environment resulting from self fueling operations.
14. Only personnel engaged in fuel handling or in the maintenance and operation of the aircraft being refueled shall be permitted in the immediate vicinity of the aircraft being refueled.
15. Neither the Airport Owner nor its designated representative shall be responsible for any loss or damage due to theft or vandalism of any aircraft, vehicle or equipment parked at the airport.
16. Outdoor smoking in the immediate vicinity of an aircraft being refueled or fuel being transferred is not permitted.
17. If any specific rule or part thereof is designated or otherwise declared invalid or inappropriate, the remainder of these rules and parts thereof shall continue to be of full force and effect.
18. Parachutists are prohibited from using the airport, except by prior written approval of the Airport Owner.
19. No motorized vehicles shall enter onto, travel across, or be parked upon the airport operations area without prior authorization from the Airport Owner. Hangar owners or lessees may travel on the hangar taxiways to get to their privately rented or leased hangars as long as they park their vehicle inside while using their aircraft. All other Airport Owner authorized vehicles must be parked and lighted in accordance with FAA requirements in order to travel on the airfield.
20. All refuse from private Operators and the general public must be disposed of in proper public containers located in public areas. No trash shall be left to blow around the airfield. Commercial Operators must dispose of their

refuse in their own proper containers and arrange for collection and disposal of this refuse at their cost.

21. Any person found in violation of these Minimum Operating Standards for operations at the Delaware Municipal Airport may be deprived of further use of the airport and its facilities for such length of time and upon such terms as may be specified by the Airport Owner. The Airport Owner will fully investigate with anonymity any complaints from airport Operators regarding other Operators not believed to be in compliance with these regulations.
22. Airport Owner reserves the right to inspect all premises to ensure conformance to these regulations and safety requirements, and to enforce these Minimum Operating Standards for the Delaware Municipal Airport as contained in this document, or as amended.

SECTION IV

General Standards for All Based Operators (Airport Owner Authorization Required)

1. Operator will enter into a lease agreement with the Airport Owner or an approved Fixed Base Operator and meet all standards set for all anticipated aeronautical activities prior to conducting such activities.
2. Operator will comply with the "Standards of Operations at the Airport" (Section III).
3. Operator will not, at any time during the term of the lease agreement with the Airport Owner or during the term of any sublease with a Fixed Base Operator, in any manner assign or transfer any interest or sublease in whole or in any part any of the leased property without the written consent of the Airport Owner. Such approval shall not be unreasonably withheld.
4. Any and all site grading, erection, construction, repairs or remodeling of the leased premises shall be done with the prior written consent of the Airport Owner and the FAA, if applicable, and, to the specifications of the Airport Owner, Local and State building, fire prevention and sanitary codes and regulations. Proof of such approval will be required. Operators will submit plans and specifications for all improvements or modifications to the Airport Owner for review and approval.
5. Operator will provide proof of insurance coverage to the Airport Owner or its designated representative. Such coverage shall meet or exceed the following limits as to bodily injury, death or property damage arising out of the operation from the airport. This proof shall consist of an original copy of the insurance certificate.

**Aircraft Liability Single Limit for Bodily Injury and Property
Damage Including Passengers, but Passenger Bodily Injury
Limited within the Single Limit to**

1,000,000.00 each **occurrence**
100,000.00 each **passenger**

6. Operator will also name the Airport Owner as additional insured with such being achieved through the submission of ISO Form CG 2010(11/85 edition). All other forms shall be rejected.
7. Operators who erect new structures shall be required to maintain such structures during the initial term of the Lease in a manner satisfactory to the Airport Owner, including routine maintenance as well as major repairs.
8. Operators who erect new structures shall maintain fire and extended coverage insurance on said structure during the term of the Lease on same. Insurance coverage shall not be less than eighty percent (80%) of the fair insurance value thereof, or not less than eighty percent (80%) co-insurance basis, and all proceeds of any such insurance paid as a result of damage to or destruction of the buildings shall be paid by the insurance company to the Operator and the Operator shall use the same for the repair, rehabilitation, reconstruction, or removal of similar facilities on the leased premises.
9. Operators must provide any required utility service to their facilities, unless otherwise agreed by the Airport Owner.
10. Operators will be held responsible for all damage to persons or property which results from their operation or an act or omission by an employee.
11. Any time an Operator undertakes construction of additional facilities exceeding \$10,000 in cost, the Operator shall, at its own cost, require to be made, executed and delivered to the Airport Owner, a contract performance bond and a contract payment bond, each equal to the full amount of the construction contract, as guarantee of the faithful performance of the proposed construction in accordance with the plans and specifications approved by the Airport Owner, guarantee against any losses and liability, damages, expenses, claims and judgments caused by or resulting from any failure of the Operator to perform completely the approved project, and guarantee of payment of all wages for labor and services engaged and of all bills for materials, supplies and equipment used in the performance of the project. Complete as-built drawings must be provided to the Airport Owner for all construction or alteration of/to airport facilities.

SECTION V

Standards for Private Based Operators

1. Operators will comply with the “General Standard for All Based Operators” (Section IV).
2. Operators desiring to build a new structure shall lease from the Airport Owner an area of sufficient size for conducting the intended aeronautical activity, including auto parking, access and surrounding areas, as determined by the Operator and the Airport Owner. The leased parcel of land shall be in an area designated to be used for such purpose on the Airport Layout Plan. Operator shall be responsible for upkeep and maintenance of all leased property and improvements thereon, including snow removal, mowing and building maintenance as required within the lease agreement conditions.
3. Operators needing to build a new hangar must site grade and erect a structure of sufficient size for conducting the intended aeronautical activity, including auto parking, access and surrounding areas, as determined by the Operator and the Airport Owner. The structure is to incorporate a door with ramp entry for aircraft.
4. Operators desiring to build a new structure may be required to construct a minimum twenty (20) foot wide ramp between the hangar and public pavement to provide alternate access and, if required, parking area. Construction shall be approved by the Airport Owner and any construction of pavement that will ultimately serve as public ramp must meet owner design standards.

SECTION VI

General Standards for All Commercial Fixed Base Operators

1. Operator will show evidence to the Airport Owner of financial responsibility and a good credit rating appropriate to the type of operation anticipated.
2. Operator must meet and comply with the "Rules for Operation at the Airport" (Section III).
3. Operators must provide for adequate refuse storage and private disposal. Public waste storage facilities shall not be utilized for commercial waste. Waste containers shall be stored in fenced areas, screened from public view, and be equipped with lids that seal the containers tightly. If hazardous materials are stored or disposed of on site, the containers shall be located with approved spill containment, and shall not be mixed with normal waste.
4. Operator will charge reasonable and non-discriminatory prices for all products and services, provided that the Operator may make reasonable and non-discriminatory discounts, rebates or similar types of price reductions to a volume purchase.
5. Operator will provide high quality, efficient and prompt service adequate to meet all reasonable demands for such service.
6. Operator will maintain an adequate staff of employees with skills, licenses and certificates appropriate to the activities anticipated.
7. Operator will meet and comply with the "General Standards for All Based Operators" (Section IV).
8. Operator shall be responsible for maintaining leased property in a neat, clean and presentable condition. Airport Owner will be responsible for repairs to all property owned by them unless otherwise defined in the lease agreement. Operator will be responsible for repairs to and upkeep of all facilities owned by them.
9. Operator will provide adequate fixtures and equipment appropriate to the aeronautical activity anticipated.
10. Operator shall lease from the Airport Owner sufficient land to comply with the specific categories below plus additional land around the buildings and for auto parking, as deemed appropriate for the operation and the desired location by the Airport Owner.

11. All buildings and real property improvements constructed by Operator shall become the property of the Airport Owner in accordance with the lease term.

Under \$250,000 in improvements	up to 20 years
\$250,000 to \$500,000 in improvements	up to 25 years
Over \$500,000 in improvements	up to 30 years

Specific lease terms will be negotiated on a case by case basis. Leases over 5 years in duration will be primarily contingent upon terms and conditions of project financing.

Land rental rates will be readjusted in accordance with the Consumer Price Index (CPI) at least every 5 years of the lease.

Once the buildings revert to the Airport Owner, Operator may be given a lease option at then current fair market lease rates, providing that lease terms can be agreed upon by both parties at least 90 days prior to beginning of each lease period.

12. Aircraft temporarily based at the airport to conduct commercial operations must have prior approval of the Airport Owner.

SECTION VII

Standards for Specific Category Commercial Fixed Base Operators

Category "A"

- a. Flight Training
 - b. Aircraft Charter, Air Taxi, and Freight Hauling
 - c. Aircraft Rental
 - d. Aircraft Sales
 - e. Sales of Aircraft Accessories, Equipment and Lubricants
1. Operator will lease or comply with "General Standards for All Commercial Fixed Base Operators" (Section VI), defined herein.
 2. The leased parcel of land shall be in an area designated to be used for such purpose on the Airport Layout Plan.
 3. Operator will lease or site grade and erect a basic structure of sufficient size for conducting the intended aeronautical activity, including suitable public rest room facilities and waiting area, as determined by the Operator and Airport Owner.

If an Operator engages in more than one of the above activities, additional space may be required for each additional activity.

4. Operator will lease or construct airport parking ramp or hangar area sufficient to conduct his business, as determined by the Operator and the Airport Owner. If Operator desires to construct a hangar, a structure of sufficient size for conducting the intended aeronautical activity, as determined by the Operator and Airport Owner, shall be erected in addition to the basic equipment.
5. Operator will be open a minimum number of hours, as approved by the Airport Owner based on the public demand for services and the type of operation proposed, and have available a properly licensed or certified person to conduct the aeronautical activities engaged in.
6. Operator will construct a minimum 20 foot wide pavement from any public ramp or taxiway to any proposed hangars. Pavement shall be of satisfactory strength to support the critical aircraft using the facilities, and shall be approved by the Airport Owner. Operator will construct adequate automobile parking area to satisfy client and employee demand and, if required by the Airport Owner, driveways to provide access to the facilities.
7. Operator will obtain and maintain FAA approval, where required or appropriate, for schools, services and operations provided.

8. If conducting flight training, Operator will provide at least one (1) FAA certified instruction pilot and one (1) aircraft properly licensed and FAA certified for flight instruction.
9. Operator will obtain and maintain FAA Part 135 certificate and provide at least one (1) FAA certified pilot and one (1) FAA Part 135 certified and airworthy aircraft owned or leased by the Operator, but under control of the Operator, or other aircraft approved by the Airport Owner, if conducting charter, air taxi and freight hauling.
10. Operator will provide at least one (1) aircraft properly licensed and FAA certified if conducting aircraft rental.
11. Operator will provide at least one (1) FAA certified pilot with appropriate ratings for demonstration of aircraft, if providing aircraft sales.
12. Operator may be required by the Airport Owner to meet all of the individual requirements for each activity they desire to provide.

Category "B"

- a. Maintenance to Aircraft and Engines
- b. Maintenance to Aircraft Accessories
- c. Maintenance to Aircraft Radios, Communications, and Navigation Equipment

1. Operator will meet or comply with "General Standards for All Commercial Fixed Base Operators" (Section VI), defined herein.
2. The leased parcel of land shall be in an area designated to be used for such purpose on the Airport Layout Plan
3. Operator will lease or site grade and erect a basic structure of sufficient size for conducting the intended aeronautical activity, including appropriate rest room facilities, if required, as determined by the Operator and Airport Owner. If a hangar is required, then the operator will lease or site grade and erect a structure of sufficient size for conducting the intended aeronautical activity, including appropriate rest room facilities, if necessary, as determined by the Operator and Airport Owner.

If an Operator engages in more than one of the above activities, additional space may be required for each aeronautical activity.

4. Operator will construct a minimum 20 foot wide pavement from any public ramp or taxiway to any proposed hangars. Pavement shall be of satisfactory strength to support the critical aircraft using the facilities, and shall be approved by the Airport Owner. Operator will construct adequate automobile parking area to satisfy client and employee demand, and if required by the Airport Owner, driveways to provide access to the facilities.

5. Operator will meet FAA requirements for approved shop and/or repair station certificate and provide at least one (1) FAA certified airframe and powerplant mechanic or technician with a current inspection authorization endorsement.

Category "C"

- a. Aerial Photography
- b. Aerial Advertising
- c. Aerial Application of Spraying, Dusting and Seeding
- d. Aerial Surveying
- e. Aerial Patrol of Pipe Line and Utility Lines

1. Operator will meet or comply with "General Standards for All Commercial Fixed Base Operators" (Section VI), defined herein.
2. The leased parcel of land shall be in an area designated to be used for such purpose on the Airport Layout Plan.
3. Operator will lease or site grade and erect a basic structure of sufficient size for conducting the intended aeronautical activity, including appropriate rest room facilities, as determined by the Operator and Airport Owner. If a hangar is required, then the Operator shall site grade and erect a structure of sufficient size for conducting the intended aeronautical activity, including appropriate rest room facilities, as determined by the Operator and Airport Owner.

If an Operator engages in more than one of the above activities, additional space may be required for each additional activity.

4. Operator will construct a minimum 20 foot wide pavement from any public ramp or taxiway to any proposed hangars. Pavement shall be of satisfactory strength to support the critical aircraft using the facilities, and shall be approved by the Airport Owner. Operator will construct adequate automobile parking area to satisfy client and employee demand and, if required by the Airport Owner, driveways to provide access to the facilities.

Category "D"

- a. Storage of Aircraft (Single Volume Hangar or Tie-Down)
 1. Operator will meet or comply with "General Standards for All Commercial Fixed Base Operators" (Section VI), defined herein.

2. The leased parcel of land shall be in an area designated to be used for such purpose on the Airport Layout Plan.
3. For hangars, Operator will lease or site grade and erect a minimum structure of sufficient size for conducting the intended aeronautical activity, as determined by the Airport Owner. For tie-downs, Operator will lease or construct 5,000 square yards of paved ramp with adequate quantities of chocks, ropes and other tie-down equipment conforming to FAA AC 20-35.
4. Operator will construct a minimum 20 foot wide pavement from any public ramp or taxiway to any proposed hangars or aircraft storage ramp. Pavement shall be of satisfactory strength to support the critical aircraft using the facilities, and shall be approved by the Airport Owner. Operator will construct adequate automobile parking area to satisfy client and employee demand and, if required by the Airport Owner, driveways to provide access to the facilities.
5. Operator will be open a minimum number of hours, as approved by the Airport Owner, based on the public demand for services and the type of operation proposed, and have available a properly licensed or certified person to conduct the aeronautical activities engaged in.

Category "E"

a. Storage of Aircraft (T-Hangars)

1. Operator will meet or comply with "General Standards for All Commercial Fixed Base Operators" (Section VI), defined herein.
2. Operator will lease from the Airport Owner all land between the edges of the taxiway, existing or proposed, serving the hangars. The leased parcel of land shall be in an area designated to be used for such purpose on the Airport Layout Plan.
3. Operator will lease or site grade and erect a structure of at least 10 units with a clear door opening at a minimum of 41.5 feet for conducting the intended aeronautical activity.
4. If a new hangar is erected, Operator will construct for each hangar a unit a minimum of 20 foot wide ramp area of suitable length to provide adequate entrance to the erected structure from the hangar taxiway edge. If hangar taxiways are constructed by the Operator, they shall comply with FAA airport design standards. Pavement shall be of satisfactory strength to support the critical aircraft using the facilities, and shall be approved by the Airport Owner.

SECTION VIII

Notice and Hearing

Any application for land lease or Fixed Base Commercial Operators filed with the Airport Owner shall be immediately referred to the City Manager, or a designated representative, and considered within 60 days from the filing of such application. The application will be reviewed and considered at a regularly scheduled meeting of the Airport Commission within this period of time. The applicant will be given notice of the meeting.

Upon consideration of the application, the City Manager, or a designated representative, shall determine whether or not the applicant meets the standards and qualification as herein established and whether or not such application should be granted in whole or in part, and if so, upon what terms and conditions, and shall make a written report and recommendation to the Airport Commission concerning the same.

Upon receipt of the written recommendation of the City Manager, or a designated representative, the Airport Commission shall include said matter upon the Agenda of the next regular meeting and, at such meeting or at a subsequent meeting to which it may be passed, shall approve, modify or reject such recommendations and application and immediately advise the applicant of the disposition in the matter.

The designation of the City Manager, or a designated representative, as a reviewing agent for the City of Delaware shall not result in the City being bound by any representations or agreements of the City Manager, or a designated representative, made in the course of any review or negotiations with a prospective Operator. The said designation is made only for the convenience of applicants and only the official action of the City Council in public meetings assembled shall be binding upon the City of Delaware.

SECTION IX

Lease or Contract

Upon approval of any such application as submitted or modified, the Airport Owner shall cause to be prepared a suitable lease or contract agreement setting forth the terms and conditions under which the fixed base operation shall be conducted. In every instance the lease or contract shall be conditional upon the following:

- a. Original and continued compliance with the Minimum Operating Standards of each authorized aeronautical activity. Lease shall refer to and incorporate these standards by reference. Failure to comply after notification shall constitute grounds for termination or cancellation of the lease.
- b. Any structure or facility to be constructed or placed upon said airport shall conform to all safety regulations of the State of Ohio, EPA and the County, and shall conform with the requirements of current building codes and fire regulations; any construction commenced will be diligently pursued to completion. Performance bond commensurate with the value of the construction shall be required.
- c. The Airport Owner shall reserve the right to modify or alter these standards from time to time.
- d. Any structure constructed with borrowed funds require proof of approval from the lender.

These standards are hereby approved and accepted on this the ____ day of _____, 2005 by the Delaware City Council in accordance with Ordinance No.05-__ passed on this date.

By: _____

Title: _____

Date: _____

ORDINANCE NO. 05-48

AN ORDINANCE ADOPTING THE REVISED MINIMUM OPERATING STANDARDS AND LEASING POLICIES FOR THE AERONAUTICAL ACTIVITY AT THE DELAWARE MUNICIPAL AIRPORT, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Delaware has established the operating standards and leasing policy for the Delaware Municipal Airport that adequately addresses issues of safety, insurance, construction, aviation activity, private development and user service, and

WHEREAS, the City Council's Airport Commission has been afforded time with which to review and comment on the revised draft of these standards and policies, and

WHEREAS, the City's Airport Commission, on January 20, 2005, voted to unanimously recommend the revised policy to the full City Council to formally adopt the revised policy.

NOW THEREFORE, Be it resolved by the City Council of the City of Delaware, State of Ohio:

SECTION 1. That the revised Minimum Operating Standards and leasing policies for aeronautical activity recommended by Council's Airport Commission be adopted, contingent upon FAA review and acceptance.

SECTION 2. Emergency Clause. That in order to provide for the usual daily operation of the various departments of the municipal government and to provide for the public peace, safety, health and welfare, this ordinance is hereby declared to be an emergency measure and shall take effect and be in full force effective immediately upon its passage.

VOTE ON RULES SUSPENSION:

YEAS 6 NAYS 0
ABSTAIN 0

VOTE ON EMERGENCY CLAUSE:

YEAS 6 NAYS 0
ABSTAIN 0

PASSED: 5/23, 2005

YEAS 6 NAYS 0
ABSTAIN 0

ATTEST:

Cindy Duvoir
CITY CLERK

Windell Wheeler
MAYOR

APPENDIX A

The proposed land use, facility and/or activities sought, including location and size of lease area and buildings:

The financial responsibility and technical ability of the applicant and Operator to carry out the activity sought:

The tools, equipment, services, and inventory, if any, proposed to be furnished and/or utilized:

The estimate of costs for any development or improvements:

The applicant's schedule for construction (if appropriate):

The hours of proposed operation:

The number and type of aircraft to be provided (if appropriate):

Office Use Only	
Date Received: _____	Time Received: _____
Received by: _____	

Adopted under Ordinance 05-48 on May 23, 2005.

APPENDIX B

Delaware Municipal Airport Hangar/Tie Down Lease Agreement

THIS AGREEMENT, is entered into this ____ day of _____, 20____,
by and between the City of Delaware, (Lessor), and _____
[Individual (s)/Corporation/Partnership/LLC] (Lessee) whose address
/principal office is located at _____

IN WITNESS WHEREOF, in consideration of the premises, the mutual
covenants contained herein, and other good and valuable consideration, the
sufficiency of which is hereby acknowledged, the parties do hereby agree as
follows:

1. Lease of Hangar/Tie-down. Lessor agrees to lease to Lessee and Lessee
agrees to lease from Lessor hangar/tie-down _____ the "Leased Premises"),
located at Delaware Municipal Airport, for the purpose of storing/parking the
following aircraft (the "Aircraft").

Aircraft Make _____

Aircraft Model _____

Aircraft Year _____

Aircraft Registration Number _____

Aircraft Serial Number _____

Contact Person _____

Phone Number _____

The Lessor agrees to notify the Airport Management Staff, in writing, within 30
days of any change in the information furnished above.

2. Use of Leased Premises. The Leased Premises shall only be used for the
storage of the Aircraft and Aviation related items. Lessee will be allowed to park
his/her car in/on the Leased Premises during such time that Lessee is using
the Aircraft.

3. Term. Subject to earlier termination as provided below in this agreement, this agreement shall begin on _____ and end on _____. Additional term period(s) shall be renewed unless either party notifies the other of their intention to terminate the lease in writing at least 30 days prior to the end of the term.

4. Fees. Lessee agrees to pay Lessor _____ Dollars (\$_____) per month payable on or before the first day of the month.

Rental payments made after the 15th of the month will incur a \$20.00 late fee. Checks should be made payable to the Delaware Municipal Airport, and be delivered to the Airport Management Office at 1075 Pittsburgh Drive, Delaware, Ohio 43015. Payments are deemed made on the date the funds are actually received by the Lessor.

Lessee has deposited with Lessor the sum of \$_____ to guarantee the return of the premises in as good or better condition as accepted, reasonable use expected. Deposit will be returned to Lessee within 30 days of termination of this agreement, less any damages, unpaid rent and/or any other amounts due the Lessor.

Lessor agrees to provide the Lessee with a 60-day notice of any scheduled monthly rent adjustments to the leased premises prior to the end of the contract term.

5. Right of Ingress and Egress. Lessee shall have at all times the right of ingress to and egress from the Leased Premises. To ensure this right, Lessor shall make all reasonable efforts to keep adjacent areas to the Leased Premises free and clear of all hazards and obstructions, natural or manmade.

6. Maintenance and Repairs to the Leased Premises (Hangar). The Lessor shall be responsible for all maintenance/repairs to the Leased Premises, including the doors and door mechanisms of the T-Hangar except when necessitated by the negligence or willful misconduct of the Lessee, its agents, employees, or guests. In addition, mowing, weed control, and snow removal of the T-Hangar taxiways will be the responsibility of the Lessor.

The Lessee shall be responsible for any damage to the leased premises caused by the Lessee, its agents, employees, or guest use including, but not limited to, bent or broken interior walls, damage to unsealed floors due to oil spillage, and door damage due to improper or negligent operation. It is agreed that doors are to be kept closed except while moving aircraft in or out of the T-Hangar. Snow removal immediately in front of the T-Hangar doors will be the responsibility of the Lessee.

The responsible party shall conduct such maintenance/repairs with due diligence at its own cost. If the maintenance/repairs are the responsibility of the Lessee, the rent shall not be abated during the period of maintenance/repairs. If the maintenance/repairs are the responsibility of the Lessor and the damage renders the Leased Premises untenable for a period of 15 days or more, the rent shall be abated during the period of untenability. If the maintenance/repairs are the responsibility of the Lessor and the damage renders the Leased Premises untenable for 30 days or more, the Lessee shall have the option to terminate this agreement by notifying the Lessor in writing of this election.

7. Maintenance and Repairs to the Leased Premises (Tie-down). The Lessor will provide the tie-down ropes/chains and ground anchors. The Lessor shall be responsible for all maintenance/repairs to the Leased Premises, including the tie-down ropes/chains and ground anchors, except when necessitated by the negligence or willful misconduct of the Lessee, its agents, employees, or guests. The responsible party shall conduct such maintenance/repairs with due diligence at its own cost. If the maintenance/repairs are the responsibility of the Lessor and the damage renders the Leased Premises untenable for a period of 15 days or more, the rent shall be abated during the period of untenability. If the maintenance/repairs are the responsibility of the Lessor and the damage renders the Leased Premises untenable for 15 days or more, the Lessee shall have the option to terminate this agreement by notifying the Lessor in writing of this election.

8. Default. If Lessor defaults in the performance of its duties or obligations as required under the terms of this agreement, and if Lessor fails to remedy any such default in a manner reasonably satisfactory to Lessee within 30 days following receipt of Lessee's written notice to remedy said default, Lessee may immediately terminate this agreement with written notice to Lessor.

If Lessee defaults in the performance of its duties or obligations as required under the terms of this agreement, and if Lessee fails to remedy any such default in a manner reasonably satisfactory to Lessor within 30 days following receipt of Lessor's written notice to remedy said default, Lessor may immediately terminate this agreement with written notice to Lessee.

9. Operation of Aircraft. The Lessee is responsible for operating the Aircraft on the airport in accordance with the applicable Federal and state aviation regulations.

10. Airport Minimum Operating Standards and Airport Rules and Regulations. Lessee agrees to abide by and cooperate with Lessor in the enforcement and implementation of the Minimum Operating Standards for the Delaware Municipal Airport, the Airport Rules and Regulations, and/or any other applicable security measures and regulations in effect now or implemented in the future. Security of the T-Hangar itself shall be the responsibility of the Lessee. Lessee agrees to use a lockset provided by the Lessor or purchase a lockset with a key for the leased premises and to provide a copy of the key to the Airport Management Staff. Failure to comply with these requirements may be grounds for termination of this Agreement.

Airport Rules and Regulations. Lessee will receive written notice of any change to the rules and regulations 30 days prior to their effective date.

11. Surrender of Possession. Lessee will not make any changes, alterations, or improvements to the leased premises of either structural, electrical, or other, without written permission from the Lessor. Any proposed changes must be drawn up and submitted to the Airport Management Staff for approval. Lessor retains the right to deny any modification at the sole discretion of the Lessor.

On the expiration or other termination of this agreement, Lessee's rights to use of the Leased Premises shall cease and Lessee shall vacate the Leased Premises without unreasonable delay. Except as otherwise provided in this agreement, all fixtures, improvements, equipment and other property bought, installed, erected, or placed in the Leased Premises by the Lessee shall remain the property of Lessor. Lessee shall have the right to remove these fixtures, improvements, equipment and other property prior to the expiration or termination of this agreement, however, the Lessee shall be responsible for any damage caused by such removal. Title to fixtures, improvements, equipment and other property not removed as of the expiration or termination of this agreement, shall vest in Lessor.

12. Liability of Parties. Lessee covenants and agrees that it will not hold the City of Delaware or any of its agents or employees responsible for any loss occasioned by fire, theft, rain, windstorm, or hail, whether said cause be the direct, indirect, or merely a contributing factor in producing the loss to any airplane or personal property that may be located or stored in the leased premises, or any other location at the airport; and Lessee agrees that the aircraft and their contents are to be stored, whether on the field or in the hangars, at Lessee(s) risk. Lessee shall be liable for any damage to Lessor property and/or other stored aircraft arising from Lessee(s) negligence including, but not limited to, the performance of unauthorized activities in the leased premises and storage of flammable materials in the T-Hangar and/or aircraft other than fuel and oil in the aircraft tanks.

Lessee further agrees to indemnify, defend, and save airport, its agents, officers, representatives, and employees harmless from and against any and all liability or loss resulting from claims or court action arising directly or indirectly out of the activities of the Lessee, its agents, servants, guests, or business visitors under this Agreement or by reason of any act or omission of such person. Lessor and Lessee shall each be responsible for its own negligence or willful misconduct.

13. Insurance. Lessee shall maintain liability insurance on the Aircraft for the term of this agreement as required in the Delaware Municipal Airport's Minimum Operating Standards document. Prior to the effective date of this agreement, the Lessee shall provide Lessor with a certificate showing proof of such insurance. Lessee shall notify Lessor of any change in the insurance coverage and will do so within 5 days before effective date of the change. Failure to comply with this requirement shall be grounds for termination of this Agreement.

14. Inspection. Lessor reserves the right to enter said leased premises at any time for inspection of Lessee's compliance with its obligations under this agreement or to make repairs, additions, or alterations as may be necessary for the safety, improvement, or preservation of the leased premises.

15. Maintenance on Aircraft. Pursuant to FAA Order 5190.6A, Airport Compliance Requirements, the Lessee, with its own equipment and employees or agents, shall be allowed to perform maintenance on the Aircraft within/on the Leased Premises, provided that it is not done in a manner that would be unsafe, unsightly, or detrimental to the efficient use of the airport facilities by others. Lessee will dispose of used oil only in approved receptacles designated by the Lessor. At no time shall the Lessee's aircraft engine(s) be started within the Leased Premises.

16. Storage of Hazardous Materials. Hazardous materials, as defined by the Ohio State EPA, shall not be stored in/on the Leased Premises, unless they are stored in accordance with the Ohio State EPA rules and regulations and local fire codes.

The Lessee agrees to cover the cost of cleaning up any HAZMAT spill on the Leased Premises for any reason, to include the negligence or willful misconduct of the Lessee, its agents, employees, or guests.

17. Assignment and Subletting. Lessee agrees not to use, nor permit the use of, the leased premises for any other purpose other than the storage of the described aircraft unless written authorization is received from the airport owner or its designated representative. The leased premises may not be subleased or assigned by Lessee without express written approval of the Lessor. Storage of aircraft not belonging to, or leased by Lessee, shall be construed as a sublease and, unless approved by the Lessor, shall be grounds for termination of this Agreement.

18. Notice. All notices and requests required or authorized under this agreement shall be in writing and sent by certified mail, return receipt requested, to the address for that party as stated in the beginning of this agreement. The date on which any such notice is received by the addressee shall be deemed the date of notice. Should either party change addresses, that party shall notify the other party within 30 days after the change.

20. Governing Law. This agreement is a contract executed under and to be construed under the laws of the State of Ohio.

21. Attorney Fees. In the event any action is filed in relation to this agreement, each party shall be responsible for his/her/its own attorney's fees.

22. Waiver. Either party's failure to enforce any provision of this agreement against the other party shall not be construed as a waiver thereof so as to excuse the other party from future performance of that provision or any other provision.

23. Severability. The invalidity of any portion of the agreement shall not affect the validity of the remaining portions thereof.

24. Paragraph Headings. The headings to the paragraphs to this agreement are solely for convenience and may have no substantive effect on the agreement nor are they intended to aid in the interpretation of the agreement.

25. Subordination of Agreement. This agreement shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

26. Entire Agreement. This agreement constitutes the entire agreement between the parties. No statements, promises, or inducements made by any party to this agreement, or any agent or employees of either party, which are not contained in this written contract shall be valid or binding. This agreement may not be enlarged, modified, or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this ____ day of _____, 20__.

Lessor
City of Delaware

Lessee

Company Name (if any)

By: _____
R. Thomas Homan
City Manager

Signature _____

Printed Name _____

Approved as to form:

Title (if any) _____

Daniel B. Bennington
City Attorney

Address _____

Phone: _____(Home)

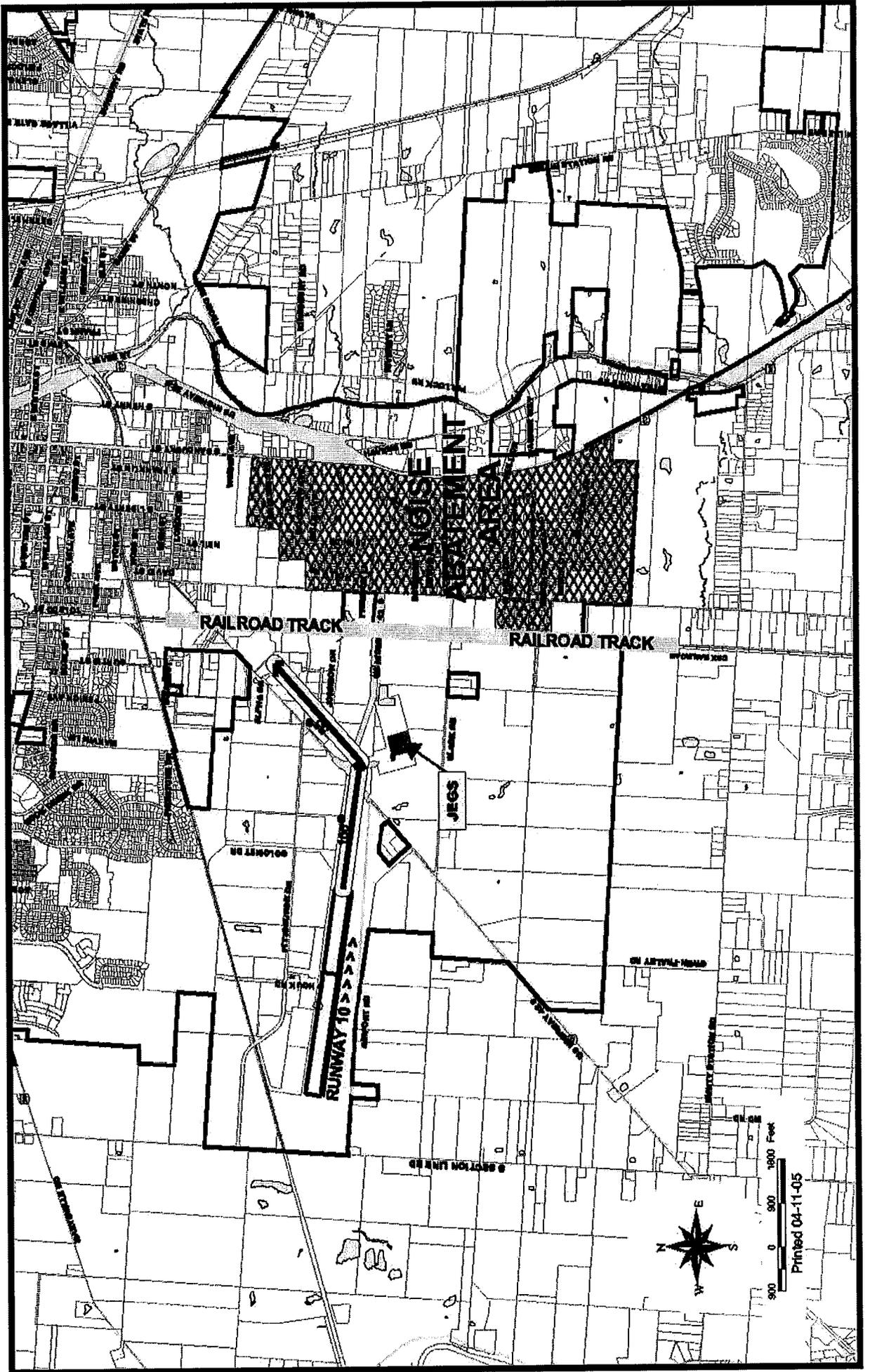
_____ (Work)

Email Address:

Adopted under Ordinance 05-48 on May 23, 2005.

APPENDIX C

Recommended Voluntary Departure For Runway 10 - All Aircraft



RULES AND REGULATIONS

FOR

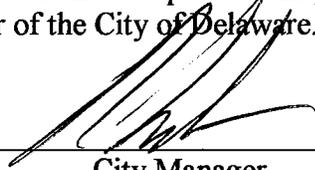
**DELAWARE MUNICIPAL
AIRPORT**

Revised November 2006

1. All persons using the airport shall comply with these and all other rules and regulations of the Delaware Municipal Airport.
2. No person shall, while on the airport premises, offer services for hire, offer products for sale, conduct commercial activity, or solicit for any purpose without permission of the airport management. Permission may be granted when individual registers with the Airport Manager.
3. All Hangar and Tie-Down rental payments are due on or before the 1st day of each month. A grace period will be given until the 15th day of each month. Failure to make payment by the 15th day of the month will result in the assessment of a \$20.00 late fee.
4. The Airport Manager has the authority to detain any aircraft for nonpayment of debts incurred at the airport, or for any violation of the airport rules.
5. When a based aircraft is to be removed from the airport, written notice shall be given to the Airport Manager 30 days in advance. Failure to give 30 days notice may result in the forfeiture of tenant's security deposit. No refunds will be made for unused portions of any rental period.
6. The Airport Manager may suspend or restrict any or all operations on the airport whenever such action is deemed necessary in the interest of safety.
7. Special events or demonstrations may be permitted with the approval of the Airport Manager.
8. Cleaning of aircraft shall take place only in designated areas approved by the airport management.
9. It is the aircraft owner's responsibility to see that evidence of insurance coverage is furnished to the Airport Manager at each subsequent policy renewal or issuance or following any change in coverage. The City of Delaware shall be named as additional insured by the owner and through the submission of such on ISO Form CG02010 (11/85 edition). All others forms submitted will be rejected.
10. Any aircraft not covered by insurance according to the Minimum Operating Standards of the Delaware Municipal Airport shall not be hangared at the airport.
11. The pilot-in-command of an aircraft involved in an accident or incident will report such accident/incident immediately to the airport management and, if necessary, to the FAA and/or to NTSB with the FARs and NTSB part 830.
12. All aircraft shall be taxied at a safe speed for existing conditions.

13. All vehicles operated on airport property shall be operated and parked in accordance with airport rules and regulations.
14. Any vehicle which will be parked on airport property in excess for 24 hours must utilize the designated long term parking stalls or leased t-hangar area as permitted under t-hangar lease agreement provisions.
15. The Airport Manager may order or cause to be removed from the airport any vehicle which is operated or parked in violation of parking regulations at the airport. Vehicle removal shall be at the vehicle owner's expense without liability to the City of Delaware or any employee or agent.
16. No vehicle shall be driven on taxiways, runways, aprons, or any posted restricted areas without the approval of the Airport Manager.
17. Aircraft have the right-of-way over any other vehicle except for emergency vehicles; all other vehicles shall yield to aircraft.
18. The Airport Manager, owner and/or agent may inspect any and all premises at any time.
19. In the case of a violation of these rules, the airport management shall have the authority to take whatever action is deemed necessary or appropriate in order to enforce these rules, including, but not limited to, cancellation of leases, revocation of based aircraft agreements, and impounding of an aircraft, vehicles or other personal property. Except when deemed necessary in the interest of safety or other exceptional circumstances, the Airport Manager shall take action only after the affected person has been informed verbally or in writing of a violation of these rules and given a period of time to respond.
20. All aircraft operated from the airport must be in an airworthy condition.
21. Only aircraft that are in an airworthy condition may be stored on/in airport property without permission of the airport.
22. If any specific rule or part thereof is designated or otherwise declared invalid or inappropriate, the remainder of these rules and regulations and parts thereof shall continue to be in full force and effect.
23. All aircrafts based at the Delaware Municipal Airport must be registered with the Ohio Department of Transportation's (ODOT) Division of Aviation. Proof of such registration shall be accomplished through the submission of registration information received by the aircraft owner from ODOT's Division of Aviation to the City of Delaware when a lease agreement is submitted.

These rules and regulations are hereby approved and accepted on the 21 day of November, 2006 by the City Manager of the City of Delaware.



City Manager

MAY 10, 2019

AIRPORT T-HANGER PAVEMENT REHABILITATION

INFORMATION AT A GLANCE

COST
\$ 861,408

FUNDING AVAILABLE

FAA \$ 900,000
LOCAL \$ 99,000

PROJECTED SCHEDULE

Prelim. Design 2018
Final Design 2019
Construction 2021

CITY LEAD
Public Works

DESIGN CONSULTANT
CHA

CONTRACTOR
TBD

Purpose

The latest pavement rating performed by ODOT Dept. of Aviation in November 2016 revealed that the pavement between existing T-hangers is in poor condition. Originally constructed in 1987, the pavement is over 25 years old and in need of rehabilitation.

Financing

The project is anticipated to cost \$861,408 in total and must be broken into three phases of construction. This project will be funded through a combination of FAA Entitlement Funds, ODOT grant (5%), and with (5%) Local funds. The pavement between the drive aisles and the hangers are non-eligible for grant funds as they are defined by the FAA as privately maintained with exclusive use by the hanger tenant.

Status

The project is currently in preliminary phase. Design will commence in the fall pending grant award notification.

